

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

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Elizabeth A. Brown  
Clerk of Supreme Court

OMNI FINANCIAL, LLC, a foreign limited  
liability company Appellant,

vs.

KAL-MOR-USA, LLC, a Nevada limited  
liability company;

Respondent.

**No.: 82028**

Eighth Judicial District Court  
Case No: A-17-757061-C  
(Honorable Richard Scotti)

**JOINT APPENDIX  
Volume I  
(JA000001 – JA000250)**

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Dated this 8<sup>th</sup> day of April 2021.

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By: /s/ Brian J. Pezzillo

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## **CERTIFICATE OF SERVICE**

I hereby certify that on the 8<sup>th</sup> day of April, 2021, a true and correct copy of the foregoing **JOINT APPENDIX (Volume I)** was served by the following method(s):

**XXX BY ELECTRONIC MEANS:** by electronically filing and serving with the court's vendor pursuant to NRAP 14(f).

/s/ Anya Ruiz

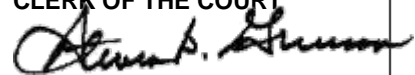
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**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

\* \* \*

KAL-MOR-USA, LLC, a Nevada limited  
liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; FIRST 100, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROE ENTITIES I through X, inclusive,

Defendants.

CASE NO. A-17-757061-C

DEPARTMENT NO. Department 18

**COMPLAINT**

**Exempt from Arbitration; Equitable and  
Declaratory Relief Sought; Concerns Title  
to Real Property; Damages in Excess of  
\$50,000**

Plaintiff Kal-Mor-USA, LLC ("Kal-Mor"), by and through its undersigned counsel of the  
law firm of Kolesar & Leatham, hereby complains and alleges against Defendants Omni  
Financial, LLC ("Omni") and First 100, LLC ("First 100") as follows:

**JURISDICTIONAL ALLEGATIONS**

1. Plaintiff Kal-Mor is a Nevada limited liability company that, at all times relevant  
hereto, was conducting business in Clark County, Nevada.

2. Defendant Omni is a California limited liability company that, at all times  
relevant hereto, was conducting business in Clark County, Nevada.

**KOLESAR & LEATHAM**  
400 S. Rampart Boulevard, Suite 400  
Las Vegas, Nevada 89145  
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3. Defendant First 100 is a Nevada limited liability company that, at all times relevant hereto, was conducting business in Clark County, Nevada.

4. The true names and/or capacities, whether individual, corporate, partnership, associate, company, and/or otherwise, of the Defendants named herein as Does I through X, and/or Roe Entities I through X, are unknown to Plaintiff at the present time, who therefore sues said Doe and Roe Defendants by such fictitious names. Plaintiff will ask leave of Court to amend its Complaint to show the true names and/or capacities when the same have been ascertained. Plaintiff believes that each Defendant names as a Doe and/or a Roe Defendant, or as a Roe Entity Defendant, is responsible in some manner or way for a portion of or all of the events referred to herein, and caused damages proximately thereby to Plaintiff as alleged herein.

5. This action arises out of contracts formed in Clark County, Nevada and relates to real property located in Clark County, Nevada. Accordingly, venue and jurisdiction are proper in the Eighth Judicial District Court in and for Clark County, Nevada.

#### **GENERAL ALLEGATIONS**

#### **THE OMNI LOAN AGREEMENT**

6. On May 27, 2014, First 100 and Omni entered into a Loan Agreement under which Omni agreed to loan up to \$5,000,000 to First 100. In connection therewith, First 100 executed a Promissory Note dated May 27, 2014 in favor of Omni (the "Omni Loan").

7. The Omni Loan was secured by a Security Agreement dated May 27, 2014 (the "Security Agreement") under which First 100 pledged certain real and personal property as collateral for the Omni Loan.

8. Among other things, the collateral purportedly pledged pursuant to the Security Agreement was evidenced by (i) a Deed of Trust dated May 27, 2014 (the "May 2014 Deed of Trust"), (ii) a Deed of Trust dated June 17, 2014 (the "June 2014 Deed of Trust"), and a Deed of Trust dated August 21, 2014 (the "August 2014 Deed of Trust" and together with the May 2014 Deed of Trust and June 2014 Deed of Trust, the "Deeds of Trust").

9. The May 2014 Deed of Trust was recorded in the official records of the Clark County, Nevada Recorder (the "Official Records") as instrument number 20140529-0001342 on May 29, 2014.

10. Under the May 2014 Deed of Trust, First 100 purported to pledge various real properties as collateral for the Omni Loan, including, but not limited to:

- a. The property commonly known as 1217 Neva Ranch Avenue, North Las Vegas, Nevada 89081, also designated as Clark County Assessor Parcel Number ("APN") 124-26-311-029;
- b. The property commonly known as 230 East Flamingo Road #330, Las Vegas, Nevada 89169, also designated as APN 162-16-810-355;
- c. The property commonly known as 2615 West Gary Avenue #1065, Las Vegas, Nevada 89123, also designated as APN 177-20-813-127; and
- d. The property commonly known as 6575 Shining Sand Avenue, Las Vegas, Nevada 89142, also designated as APN 161-10-511-072.

11. The legal descriptions set forth in the May 2014 Deed of Trust for the foregoing real properties are in many cases incomplete or incorrect.

12. The June 2014 Deed of Trust was recorded in the Official Records as instrument number 20140718-0001253 on July 18, 2014.

13. Under the June 2014 Deed of Trust, First 100 purported to pledge certain additional real properties as collateral for the Omni Loan, including, but not limited to:

- a. The property commonly known as 4921 Indian River Drive #112, Las Vegas, Nevada 89103, also designated as APN 163-24-612-588;
- b. The property commonly known as 5009 Indian River Drive #155, Las Vegas, Nevada 89103, also designated as APN 163-24-612-639;
- c. The property commonly known as 5295 Indian River Drive #314, Las Vegas, Nevada 89103, also designated as APN 163-24-612-798; and
- d. The property commonly known as 4400 Sandy River Drive #16, Las Vegas, Nevada 89103, also designated as APN 163-24-612-500.

1 14. The legal descriptions set forth in the June 2014 Deed of Trust for the foregoing  
2 real properties are in many cases incomplete or incorrect.

3 15. The August 2014 Deed of Trust was recorded in the Official Records as  
4 instrument number 20140826-0001916 on August 26, 2014.

5 16. Under the August 2014 Deed of Trust, First 100 purported to pledge as collateral  
6 for the Omni Loan the real property commonly known as 5782 Camino Ramon Avenue, Las  
7 Vegas, Nevada 89156, also designated as APN 140-21-611-018.

8 17. The August 2014 Deed of Trust, however, did not include any legal description  
9 for the property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156.

10 18. On October 5, 2016, Omni re-recorded the August 2014 Deed of Trust in the  
11 Official Records with the legal description for the property located at 5782 Camino Ramon  
12 Avenue, Las Vegas, Nevada 89156 attached as Addendum "A" as instrument number 20161005-  
13 0002287.

#### 14 **KAL-MOR PURCHASE OF REAL PROPERTIES AT ISSUE**

##### 15 ***1217 Neva Ranch Avenue, North Las Vegas, Nevada 89081 (APN 124-26-311-029)***

16 19. The real property located at 1217 Neva Ranch Avenue, North Las Vegas, Nevada  
17 and described more particularly as APN 124-26-311-029 (the "Neva Ranch Property") is located  
18 within a common interest community created pursuant to Chapter 116 of Nevada Revised  
19 Statutes and is subject to certain covenants, conditions, and restrictions associated therewith,  
20 including membership in the unit-owners' association commonly known as the Creekside III  
21 Homeowners Association (the "Creekside III HOA").

22 20. The Creekside III HOA foreclosed upon a lien for delinquent assessments levied  
23 against the Neva Ranch Property on or about May 4, 2013 and caused the Nevada Ranch  
24 Property to be sold to First 100 for good and valuable consideration.

25 21. A Foreclosure Deed upon Sale conveying title to the Neva Ranch Property to First  
26 100 was recorded in the Official Records on May 7, 2013 as instrument number 20130507-  
27 0003557.



22. On or about April 6, 2015, First 100 agreed to sell the Neva Ranch Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Neva Ranch Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000740.

23. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the Neva Ranch Property as collateral for the Omni Loan under the May 2014 Deed of Trust.

24. To the contrary, at the time of the sale First 100 represented that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Neva Ranch Property from the Creekside III HOA under the Foreclosure Deed upon Sale recorded on May 7, 2013.

25. At the time of the sale, Kal-Mor did not have actual notice of the May 2014 Deed of Trust, that First 100 had purported to pledge the Neva Ranch Property as collateral for the Omni Loan, or that Omni claimed a security interest in the Neva Ranch Property.

*230 East Flamingo Road, #330, Las Vegas, Nevada 89169 (APN 162-16-810-355)*

26. The real property located at 230 East Flamingo Road, #330, Las Vegas, Nevada 89169 and described more particularly as APN 162-16-810-355 (the "East Flamingo Property") is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Meridian Private Residences Homeowners Association (the "Meridian HOA").

27. The Meridian HOA foreclosed upon a lien for delinquent assessments levied against the East Flamingo Property on or about July 13, 2013 and caused the East Flamingo Property to be sold to First 100 for good and valuable consideration.

28. A Foreclosure Deed upon Sale conveying title to the East Flamingo Property to First 100 was recorded in the Official Records on July 16, 2013 as instrument number 20130716-0002104.

29. On or about April 9, 2015, First 100 agreed to sell the East Flamingo Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the East Flamingo Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000739.

30. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the East Flamingo Property as collateral for the Omni Loan under the May 2014 Deed of Trust.

31. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the East Flamingo Property from the Meridian HOA under the Foreclosure Deed upon Sale recorded on July 16, 2013.

32. At the time of the sale, Kal-Mor did not have actual notice of the May 2014 Deed of Trust, that First 100 had purported to pledge the East Flamingo Property as collateral for the Omni Loan, or that Omni claimed a security interest in the East Flamingo Property.

*2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123 (APN 177-20-813-127)*

33. The real property located at 2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123 and described more particularly as APN 177-20-813-127 (the "West Gary Property") is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Southgate Condominium Unit-Owners' (the "Southgate HOA").

34. The Southgate HOA foreclosed upon a lien for delinquent assessments levied against the West Gary Property on or about May 4, 2013 and caused the West Gary Property to be sold to First 100 for good and valuable consideration.

35. A Foreclosure Deed upon Sale conveying title to the West Gary Property to First 100 was recorded in the Official Records on May 7, 2013 as instrument number 20130507-0003558.

36. On or about April 9, 2015, First 100 agreed to sell the West Gary Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the West Gary Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000742.

37. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the West Gary Property as collateral for the Omni Loan under the May 2014 Deed of Trust.

38. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the West Gary Property from the Southgate HOA under the Foreclosure Deed upon Sale recorded on May 7, 2013.

39. At the time of the sale, Kal-Mor did not have actual notice of the May 2014 Deed of Trust, that First 100 had purported to pledge the West Gary Property as collateral for the Omni Loan, or that Omni claimed a security interest in the West Gary Property.

*6575 Shining Sand Avenue, Las Vegas, Nevada 89142 (APN 161-10-511-072)*

40. The real property located at 6575 Shining Sand Avenue, Las Vegas, Nevada 89142 and described more particularly as APN 161-10-511-072 (the "Shining Sand Property") is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Sahara Sunrise Homeowners Association (the "Sahara HOA").

41. The Sahara HOA foreclosed upon a lien for delinquent assessments levied against the Shining Sand Property on or about September 13, 2011 and took title to the Shining Sand Property through a Trustee's Deed upon Sale recorded in the Official Records on September 14, 2011 as instrument number 20110914-0001783.

42. The Sahara HOA later sold the Shining Sand Property to First 100 for valuable consideration on or about March 18, 2014. A Quitclaim Deed transferring title to the Shining

1 Sand Property to First 100 was recorded in the Official Records on March 18, 2014 as instrument  
2 number 20140318-0002205.

3 43. On or about April 10, 2015, First 100 agreed to sell the Shining Sand Property to  
4 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
5 Deed of Sale conveying title to the Shining Sand Property to Kal-Mor, which was recorded in the  
6 Official Records on April 13, 2015 as instrument number 20150413-0002986.

7 44. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
8 had previously purported to pledge the Shining Sand Property as collateral for the Omni Loan  
9 under the May 2014 Deed of Trust.

10 45. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
11 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Shining  
12 Sand Property from the Sahara HOA under the Quitclaim Deed recorded on March 18, 2014.

13 46. At the time of the sale, Kal-Mor did not have actual notice of the May 2014 Deed  
14 of Trust, that First 100 had purported to pledge the Shining Sand Property as collateral for the  
15 Omni Loan, or that Omni claimed a security interest in the Shining Sand Property.

16 ***4921 Indian River Drive, #112, Las Vegas, Nevada 89103 (APN 163-24-612-588)***

17 47. The real property located at 4921 Indian River Drive, #112, Las Vegas, Nevada  
18 89103 and described more particularly as APN 163-24-612-588 (the "4921 Indian River  
19 Property") is located within a common interest community created pursuant to Chapter 116 of  
20 Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions  
21 associated therewith, including membership in the unit-owners' association commonly known as  
22 the Bella Vita Homeowners Association (the "Bella Vita HOA").

23 48. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied  
24 against the 4921 Indian River Property on or about July 10, 2013 and caused the 4921 Indian  
25 River Property to be sold to First 100 for good and valuable consideration.

26 49. A Deed of Sale conveying title to the 4921 Indian River Property to First 100 was  
27 recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002749.  
28

1        50. On or about April 10, 2015, First 100 agreed to sell the 4921 Indian River  
2 Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100  
3 executed a Deed of Sale conveying title to the 4921 Indian River Property to Kal-Mor, which  
4 was recorded in the Official Records on April 13, 2015 as instrument number 20150413-  
5 0002987.

6        51. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
7 had previously purported to pledge the 4921 Indian River Property as collateral for the Omni  
8 Loan under the June 2014 Deed of Trust.

9        52. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
10 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 4921  
11 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16,  
12 2014.

13        53. At the time of the sale, Kal-Mor did not have actual notice of the June 2014 Deed  
14 of Trust, that First 100 had purported to pledge the 4921 Indian River Property as collateral for  
15 the Omni Loan, or that Omni claimed a security interest in the 4921 Indian River Property.

16        ***5009 Indian River Drive, #155, Las Vegas, Nevada 89103 (APN 163-24-612-639)***

17        54. The real property located at 5009 Indian River Drive, #155, Las Vegas, Nevada  
18 89103 and described more particularly as APN 163-24-612-639 (the "5009 Indian River  
19 Property") is located within a common interest community created pursuant to Chapter 116 of  
20 Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions  
21 associated therewith, including membership in the Bella Vita HOA.

22        55. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied  
23 against the 5009 Indian River Property on or about January 21, 2014 and took title to the 5009  
24 Indian River Property through a Foreclosure Deed recorded in the Official Records on January  
25 23, 2014 as instrument number 20140123-0002773.

26        56. The Bella Vita HOA later sold the 5009 Indian River Property to First 100 for  
27 good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to  
28

1 the 5009 Indian River Property to First 100 was recorded in the Official Records on July 16,  
2 2014 as instrument number 20140716-0002750.

3 57. On or about April 10, 2015, First 100 agreed to sell the 5009 Indian River  
4 Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100  
5 executed a Deed of Sale conveying title to the 5009 Indian River Property to Kal-Mor, which  
6 was recorded in the Official Records on April 13, 2015 as instrument number 20150413-  
7 0002988.

8 58. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
9 had previously purported to pledge the 5009 Indian River Property as collateral for the Omni  
10 Loan under the June 2014 Deed of Trust.

11 59. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
12 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 5009  
13 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16,  
14 2014.

15 60. At the time of the sale, Kal-Mor did not have actual notice of the June 2014 Deed  
16 of Trust, that First 100 had purported to pledge the 5009 Indian River Property as collateral for  
17 the Omni Loan, or that Omni claimed a security interest in the 5009 Indian River Property.

18 ***5295 Indian River Drive, #314, Las Vegas, Nevada 89103 (APN 163-24-612-798)***

19 61. The real property located at 5295 Indian River Drive, #314, Las Vegas, Nevada  
20 89103 and described more particularly as APN 163-24-612-798 (the "5295 Indian River  
21 Property") is located within a common interest community created pursuant to Chapter 116 of  
22 Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions  
23 associated therewith, including membership in the Bella Vita HOA.

24 62. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied  
25 against the 5295 Indian River Property on or about December 26, 2013 and took title to the 5295  
26 Indian River Property through a Foreclosure Deed recorded in the Official Records on December  
27 30, 2013 as instrument number 20131230-0000172.  
28

63. The Bella Vita HOA later sold the 5295 Indian River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002747.

64. On or about April 10, 2015, First 100 agreed to sell the 5295 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 5295 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002990.

65. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the 5295 Indian River Property as collateral for the Omni Loan under the June 2014 Deed of Trust.

66. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 5295 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16, 2014.

67. At the time of the sale, Kal-Mor did not have actual notice of the June 2014 Deed of Trust, that First 100 had purported to pledge the 5295 Indian River Property as collateral for the Omni Loan, or that Omni claimed a security interest in the 5295 Indian River Property.

***4400 Sandy River Drive, #16, Las Vegas, Nevada 89103 (APN 163-24-612-500)***

68. The real property located at 4400 Sandy River Drive #16, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-500 (the "Sandy River Property") is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.

69. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the Sandy River Property on or about January 21, 2014 and took title to the Sandy River

1 Property through a Foreclosure Deed recorded in the Official Records on January 23, 2014 as  
2 instrument number 20140123-0002775.

3 70. The Bella Vita HOA later sold the Sandy River Property to First 100 for good and  
4 valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the Sandy  
5 River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument  
6 number 20140716-0002748.

7 71. On or about April 10, 2015, First 100 agreed to sell the Sandy River Property to  
8 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
9 Deed of Sale conveying title to the Sandy River Property to Kal-Mor, which was recorded in the  
10 Official Records on April 13, 2015 as instrument number 20150413-0002988.

11 72. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
12 had previously purported to pledge the Sandy River Property as collateral for the Omni Loan  
13 under the June 2014 Deed of Trust.

14 73. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
15 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Sandy  
16 River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16, 2014.

17 74. At the time of the sale, Kal-Mor did not have actual notice of the June 2014 Deed  
18 of Trust, that First 100 had purported to pledge the Sandy River Property as collateral for the  
19 Omni Loan, or that Omni claimed a security interest in the Sandy River Property.

20 ***5782 Camino Ramon Avenue, Las Vegas, Nevada 89156 (APN 140-21-611-018)***

21 75. The real property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada  
22 89156 and described more particularly as APN 140-21-611-018 (the "Camino Ramon Property")  
23 and together with the Neva Ranch Property, the East Flamingo Property, the West Gary  
24 Property, the Shining Sand Property, the 4921 Indian River Property, the 5009 Indian River  
25 Property, the 5295 Indian River Property, and the Sandy River Property, the "Kal-Mor  
26 Properties") is located within a common interest community created pursuant to Chapter 116 of  
27 Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions  
28



1 associated therewith, including membership in the unit-owners' association commonly known as  
2 the Tierra Mesa Homeowners Association (the "Tierra Mesa HOA").

3 76. The Tierra Mesa HOA foreclosed upon a lien for delinquent assessments levied  
4 against the Camino Ramon Property on or about October 27, 2010 and took title to the Camino  
5 Ramon Property through a Trustee's Deed upon Sale recorded in the Official Records on  
6 December 3, 2010 as instrument number 20101203-0002111.

7 77. The Tierra Mesa HOA later sold the Camino Ramon Property to First 100 for  
8 good and valuable consideration on or about August 8, 2014. A Quitclaim Deed transferring title  
9 to the Camino Ramon Property to First 100 was recorded in the Official Records on August 11,  
10 2014 as instrument number 20140811-0000974.

11 78. On or about April 6, 2015, First 100 agreed to sell the Camino Ramon Property to  
12 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
13 Deed of Sale conveying title to the Camino Ramon Property to Kal-Mor, which was recorded in  
14 the Official Records on April 9, 2015 as instrument number 20150409-0000741.

15 79. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
16 had previously purported to pledge the Camino Ramon Property as collateral for the Omni Loan  
17 under the August 2014 Deed of Trust.

18 80. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
19 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Camino  
20 Ramon Property from the Tierra Mesa HOA under the Quitclaim Deed recorded on August 11,  
21 2014

22 81. At the time of the sale, Kal-Mor did not have actual notice of the August 2014  
23 Deed of Trust, that First 100 had purported to pledge the Camino Ramon Property as collateral  
24 for the Omni Loan, or that Omni claimed a security interest in the Camino Ramon Property.

### 25 THE FIRST 100 ACTION

26 82. In 2015, First 100 fell delinquent in its payment obligations under Omni Loan.  
27 As a result, on January 8, 2016, Omni issued a Notification of Disposition of Collateral in which  
28 it identified the personal property Omni believed to be subject to its security interest and

1 scheduled a sale of the collateral to take in accordance with NRS Chapter 104 on January 21,  
2 2016 (the "UCC Sale").

3 83. On January 15, 2016, First 100 filed a complaint in the Eighth Judicial District  
4 Court in Clark County, Nevada (Case No. A-16-730374-C) (the "First 100 Action") in which it  
5 asserted various claims against Omni and sought an injunction to prevent Omni from proceeding  
6 with the UCC Sale.

7 84. On January 18, 2016, Omni removed the First 100 Action to the United States  
8 District Court for the District of Nevada (the "District Court") (Case No. 2:16-cv-00099).

9 85. After several months of litigation in the First 100 Action, Omni completed the  
10 UCC Sale on May 25, 2016 and purchased certain First 100 personal property that had been  
11 pledged as collateral for the Omni Loan through a successful credit bid.

12 86. The value of the First 100 personal property purchased by Omni through the UCC  
13 Sale far exceeded the outstanding balance of the Omni Loan claimed due and owing at that time.

14 87. However, the amount of Omni's successful credit bid at the UCC Sale was  
15 substantially less than the outstanding balance of the Omni Loan claimed due and owing at that  
16 time.

17 88. Various disputes subsequently arose between First 100 and Omni as to, among  
18 other things, the outstanding balance of the Omni Loan, the reasonableness of the UCC Sale, the  
19 value of the personal property purchase by Omni through the UCC Sale, and First 100's liability  
20 for the remaining balance of the Omni Loan.

21 89. On June 15, 2016, Omni filed its Answer to First 100, LLC's Complaint and  
22 Counterclaim and Third-Party Claim (the "Omni Counterclaim") in the First 100 Action.

23 90. Among other things, the Omni Counterclaim alleged the following:

- 24 a. The outstanding balance of the Omni Loan was "approximately \$4.1 million"  
25 "(including principal interest, and fees)" as of the day the Omni Counterclaim  
26 was filed;

b. The Omni Loan is "secured by deeds of trust and mortgages executed by First 100 (as trustor or mortgagor) in favor of Omni (as beneficiary or mortgagee), encumbering various parcels in Nevada and other states"; and

c. First 100 had "defaulted on its obligations under the [Omni] Loan and [had] failed to repay the [Omni] Loan as agreed".

91. The Omni Counterclaim asserted claims for breach of contract and declaratory relief and sought an award of damages based upon First 100's breach of its obligations under the Omni Loan.

92. After several additional months of litigation in the First 100 Action, Omni and First 100 reached an agreement to resolve their various disputes and entered into a written settlement agreement (the "First 100 Settlement").

93. Under the First 100 Settlement, First 100 and Omni released all claims related to the First 100 Action and First 100's default and breach of its obligations under the Omni loan, reserving only the rights of the parties to enforce the First 100 Settlement.

94. In connection with the First 100 Settlement, the District Court entered a Stipulated Judgment on February 16, 2017 in the First 100 Action through which it entered final judgment in favor of Omni and against First 100 in the amount of \$4.8 million for the remaining balance of the Omni Loan (the "First 100 Judgment") and dismissed all claims, counterclaims, and third-party claims asserted in the First 100 Action with prejudice, reserving only the rights of the parties to enforce the First 100 Settlement.

95. The First 100 Judgment is a personal judgment against First 100.

96. The First 100 Judgment is a final judgment for purposes of appeal under Nevada Law.

#### OMNI EFFORTS TO ENFORCE THE DEEDS OF TRUST

97. Kal-Mor holds legal title to and ownership interests in the Kal-Mor Properties free and clear of any ownership interest, security interest, or other claim by the Defendants.

98. Kal-Mor maintains and operates the Kal-Mor Properties as residential rental properties.

1           99.     Beginning on or about September 29, 2016, Omni began making demands upon  
2 tenants occupying the Kal-Mor Properties for payment of rent Omni claimed to be entitled to  
3 collect pursuant to various assignments of rents contained within the Deeds of Trust.

4           100.   Notwithstanding the subsequent entry of the First 100 Judgment, Omni continues  
5 to make demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni  
6 claims to be entitled to collect pursuant to various assignments of rents contained within the  
7 Deeds of Trust.

8           101.   Upon information and belief, Omni has collected in excess of \$5,000 in rent  
9 rightfully owed to Kal-Mor from tenants occupying the Kal-Mor Properties.

10          102.   On May 15, 2017, Omni caused a Notice of Breach and Election to Sell under  
11 Deeds of Trust (the "Notice of Default") to be recorded in the Official Records against the Kal-  
12 Mor Properties as instrument number 20140515-0000474.

13          103.   Under the Notice of Default, Omni claims to be legally entitled to cause the Kal-  
14 Mor Properties to be sold through non-judicial foreclosure pursuant to the Deeds of Trust to  
15 satisfy the outstanding balance of the Omni Loan.

16          104.   Upon information and belief, Omni intends to cause the Kal-Mor Properties to be  
17 sold through non-judicial foreclosure sales pursuant to the Deeds of Trust and to retain the  
18 proceeds and benefits of such sales.

19                                   **FIRST CAUSE OF ACTION**

20                                   **(Breach of Contract – Against First 100)**

21          105.   Plaintiff repeats and realleges the allegations contained in the foregoing  
22 paragraphs and incorporates the same herein by this reference as though set forth in full.

23          106.   Valid and enforceable contracts existed between Kal-Mor and First 100 as to the  
24 sales of the various Kal-Mor Properties.

25          107.   The parties' contracts required that First 100 transfer to Kal-Mor the full rights,  
26 title, and interests First 100 acquired in the Kal-Mor Properties from the various unit-owners'  
27 associations from whom First 100 had previously purchased the Kal-Mor Properties.  
28

108. First 100 materially breached the parties' various contracts by, among other things, failing to disclose the existence of the Deeds of Trust to Kal-Mor prior to the sales of the Kal-Mor Properties.

109. As a result of First 100's material breaches of the parties' various contracts, Kal-Mor has suffered damages in an amount in excess of \$10,000 to be proven at trial.

110. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled to recover such attorney fees and costs from the Defendants.

### **SECOND CAUSE OF ACTION**

#### **(Breach of Implied Covenant of Good Faith and Fair Dealing – Against First 100)**

111. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs and incorporates the same herein by this reference as though set forth in full.

112. Valid and enforceable contracts existed between Kal-Mor and First 100 as to the sales of the various Kal-Mor Properties.

113. Under Nevada law, First 100 was required to act in good faith and deal fairly with Kal-Mor in the course of performing its obligations under the parties' various contracts.

114. First 100 breached its duty of good faith and fair dealing by, among other things, failing to disclose the existence of the Deeds of Trust to Kal-Mor prior to the sales of the Kal-Mor Properties.

115. As a result of First 100's material breaches of the parties' various contracts, Kal-Mor has suffered damages in an amount in excess of \$10,000 to be proven at trial.

116. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled to recover such attorney fees and costs from the Defendants.

### **THIRD CAUSE OF ACTION**

#### **(Negligent Misrepresentation – Against First 100)**

117. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs and incorporates the same herein by this reference as though set forth in full.

118. In connection with the sales of the Kal-Mor Properties, First 100 represented that it was able to and would, in fact, convey to Kal-Mor the full rights, title, and interests First 100

1 acquired in the Kal-Mor Properties from the various unit-owners' associations from whom First  
2 100 had previously purchased the Kal-Mor Properties.

3 119. Kal-Mor relied upon First 100's representations concerning its rights, title, and  
4 interests in the Kal-Mor Properties in making the decision to purchase the Kal-Mor Properties  
5 from First 100.

6 120. First 100 did not disclose to Kal-Mor at any time prior to the sale of any of the  
7 Kal-Mor Properties that First 100 had previously purported to pledge the Kal-Mor Properties as  
8 collateral for the Omni Loan under the Deeds of Trust.

9 121. Had Kal-Mor known that First 100 had previously purported to pledge the Kal-  
10 Mor Properties as collateral from the Omni Loan under the Deeds of Trust, Kal-Mor would not  
11 have purchased the Kal-Mor Properties.

12 122. As a result of the wrongful conduct of First 100, Kal-Mor has suffered damages in  
13 an amount in excess of \$10,000 to be proven at trial.

14 123. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled  
15 to recover such attorney fees and costs from First 100.

16 **FOURTH CAUSE OF ACTION**

17 **(Declaratory Relief – All Defendants)**

18 124. Plaintiff repeats and realleges the allegations contained in the foregoing  
19 paragraphs and incorporates the same herein by this reference as though set forth in full.

20 125. An actual, justiciable controversy that is ripe for adjudication exists between the  
21 parties concerning the existence and priority of the parties' respective claimed interests in the  
22 Kal-Mor Properties.

23 126. Accordingly, Kal-Mor is entitled to and seeks a legal determination from this  
24 Court concerning the existence and priority of the parties' respective claimed interests in the Kal-  
25 Mor Properties.

26 127. Specifically, Kal-Mor seeks the entry of declaratory judgment against the  
27 Defendants determining as follows:  
28

- a. The Omni Loan was satisfied in full through the UCC Sale, the First 100 Settlement, and/or the First 100 Judgment;
- b. Having already received a final judgment against First 100 for the balance of the Omni Loan, Omni is barred from taking action to enforce the Deeds of Trust pursuant to Nev. Rev. Stat. §§ 40.430 and/or 40.435;
- c. The Deeds of Trust and any assignment of rents contained therein are void and unenforceable pursuant to Nev. Rev. Stat. §§ 40.430 and/or 40.435;
- d. The incomplete and incorrect legal descriptions of the Kal-Mor Properties set forth in the Deeds of Trust are insufficient to provide actual or constructive notice of Omni's claimed security interests in the Kal-Mor Properties;
- e. Kal-Mor is a bona fide purchaser for value of the Kal-Mor Properties and took title to the Kal-Mor Properties without actual or constructive notice of the Deeds of Trust; and
- f. Kal-Mor holds legal title to and ownership interests in the Kal-Mor Properties free and clear of any ownership interest, security interest, or other claim of the Defendants.

128. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled to recover such attorney fees and costs from the Defendants.

#### **FIFTH CAUSE OF ACTION**

##### **(Quiet Title – Against All Defendants)**

129. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs and incorporates the same herein by this reference as though set forth in full.

130. Under NRS § 40.010, "[a]n action may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action, for the purpose of determining such adverse claim."

131. Kal-Mor holds legal title to and ownership interests in the Kal-Mor Properties free and clear of any ownership interest, security interest, or other claim by the Defendants.

132. The security interests in the Kal-Mor Properties claimed by Omni under the Deeds of Trust are adverse to Kal-Mor's rights, title, and interests in the Kal-Mor Properties.

133. Kal-Mor is entitled to and seeks the entry of judgment against Omni determining that Kal-Mor rights, title, and interests in the Kal-Mor Properties are superior to any claim or interest Omni may assert under the Deeds of Trust.

134. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled to recover such attorney fees and costs from the Defendants.

### **SIXTH CAUSE OF ACTION**

#### **(Unjust Enrichment – Against Omni)**

135. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs and incorporates the same herein by this reference as though set forth in full.

136. Kal-Mor holds legal title to and ownership interests in the Kal-Mor Properties free and clear of any ownership interest, security interest, or other claim by the Defendants.

137. Beginning on or about September 29, 2016, Omni began making demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni claimed to be entitled to collect pursuant to various assignments of rents contained within the Deeds of Trust.

138. Notwithstanding the subsequent entry of the First 100 Judgment, Omni continues to make demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni claims to be entitled to collect pursuant to various assignments of rents contained within the Deeds of Trust.

139. Upon information and belief, Omni has collected in excess of \$5,000 in rent owed to Kal-Mor from tenants occupying the Kal-Mor Properties, which Omni has unjustly retained against fundamental principles of justice, equity, and good conscience.

140. Kal-Mor is entitled to recover from Omni all rents collected by Omni from tenants occupying the Kal-Mor Properties.

141. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled to recover such attorney fees and costs from the Defendants.



**SEVENTH CAUSE OF ACTION**

**(Conversion – Against Omni)**

142. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs and incorporates the same herein by this reference as though set forth in full.

143. Kal-Mor holds legal title to and ownership interests in the Kal-Mor Properties free and clear of any ownership interest, security interest, or other claim by the Defendants.

144. Beginning on or about September 29, 2016, Omni began making demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni claimed to be entitled to collect pursuant to various assignments of rents contained within the Deeds of Trust.

145. Notwithstanding the subsequent entry of the First 100 Judgment, Omni continues to make demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni claims to be entitled to collect pursuant to various assignments of rents contained within the Deeds of Trust.

146. In doing so, Omni has wrongfully exercised control over and retained rents rightfully owed to Kal-Mor in defiance and derogation of Kal-Mor rights, title, and interest in such rents.

147. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled to recover such attorney fees and costs from the Defendants.

**EIGHTH CAUSE OF ACTION**

**(Slander of Title – Against Omni)**

148. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs and incorporates the same herein by this reference as though set forth in full.

149. Kal-Mor holds legal title to and ownership interests in the Kal-Mor Properties free and clear of any ownership interest, security interest, or other claim by the Defendants.

150. Yet, Omni continues to falsely and maliciously claim various security interests in the Kal-Mor Properties that are disparaging to and have created a cloud upon Kal-Mor's legal title to and ownership interests in the Kal-Mor Properties.

1 151. Among other things, Omni caused the Notice of Default to be recorded against the  
2 Kal-Mor Properties on May 15, 2017 stating its intent to cause the Kal-Mor Properties to be sold  
3 at foreclosure pursuant to the Deeds of Trust.

4 152. As a result of Omni's wrongful conduct, Kal-Mor has sustained general and  
5 special damages, including attorney fees and other costs of removing the cloud upon Kal-Mor's  
6 legal title to and ownership interests in the Kal-Mor Properties.

7 153. As a result of Omni's wrongful conduct, Kal-Mor has suffered damages in an  
8 amount in excess of \$10,000 to be proven at trial.

9 154. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled  
10 to recover such attorney fees and costs from Omni.

11 **NINTH CAUSE OF ACTION**

12 **(Intentional Interference with Contractual Relations – Against Omni)**

13 155. Plaintiff repeats and realleges the allegations contained in the foregoing  
14 paragraphs and incorporates the same herein by this reference as though set forth in full.

15 156. Kal-Mor is a party to various leases with the third-party tenants that occupy the  
16 Kal-Mor Properties.

17 157. Omni is aware of the leases that have been entered into between Kal-Mor and the  
18 third-party tenants that occupy the Kal-Mor Properties.

19 158. Omni had intentionally and maliciously disrupted the contractual relationships  
20 between Kal-Mor and the third-party tenants that occupy the Kal-Mor Properties by, among  
21 other things, claiming various security interests in the Kal-Mor Properties and rents thereof,  
22 demanding that such tenants pay rent to Omni, interception rents rightfully payable to Kal-Mor  
23 from such tenants, and continually harassing such tenants that refuse to pay rent to Omni.

24 159. As a result of Omni's wrongful conduct, the contractual relationships between  
25 Kal-Mor and the third-party tenants that occupy the Kal-Mor Properties have been disrupted.

26 160. As a result of Omni's wrongful conduct, Kal-Mor has suffered damages in an  
27 amount in excess of \$10,000 to be proven at trial.  
28

1 161. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled  
2 to recover such attorney fees and costs from Omni.

3 **TENTH CAUSE OF ACTION**

4 **(Injunctive Relief – Against Omni)**

5 162. Plaintiff repeats and realleges the allegations contained in the foregoing  
6 paragraphs and incorporates the same herein by this reference as though set forth in full.

7 163. Kal-Mor holds legal title to and ownership interests in the Kal-Mor Properties free  
8 and clear of any ownership interest, security interest, or other claim by the Defendants.

9 164. Kal-Mor is informed and believes that Omni (i) intends to continue making  
10 demands for rents upon the tenants occupying the Kal-Mor Properties that are contractually  
11 required to pay rent to Kal-Mor and (ii) intends to attempt to cause the Kal-Mor Properties to be  
12 sold through non-judicial foreclosure as set forth in the Notice of Default.

13 165. Kal-Mor is entitled to and seeks the entry of an order granting preliminary and  
14 permanent injunctive relief and precluding Omni from taking any action to enforce any interest  
15 Omni claims in the Kal-Mor Properties under the Deeds of Trust.

16 166. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled  
17 to recover such attorney fees and costs from the Defendants.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff prays for relief and judgment as follows:

20 1. For an award of actual and consequential damages in an amount in excess of  
21 \$10,000 to be proven at trial;

22 2. For equitable, declaratory, and injunctive relief as requested herein;

23 3. For an award of pre and post-judgment interest and costs of suit;

24 ///

25 ///

26 ///

27 ///

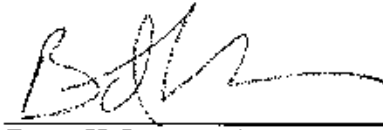
28 ///

4. For special damages, including an award of attorney fees; and
5. For such other relief as the Court deems reasonable and proper.

DATED this 19<sup>th</sup> day of June, 2017.

KOLESAR & LEATHAM

By



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**SUMM**

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*Attorneys for Plaintiff  
Kal-Mor-USA, LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\* \* \*

KAL-MOR-USA, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; FIRST 100, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROE ENTITIES I through X,

Defendants.

CASE NO. A-17-757061-C

DEPT NO. Department 18

**SUMMONS – DEFENDANT, FIRST 100, LLC**

**NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.  
READ THE INFORMATION BELOW.**

**TO THE DEFENDANT:** A civil Complaint has been filed by the Plaintiff against you for the  
relief set forth in the Complaint.

**FIRST 100, LLC**

1. If you intend to defend this lawsuit, within 20 days after this Summons is served  
on you exclusive of the day of service, you must do the following:

a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.

b. Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

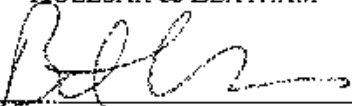
3. This action is brought against you for Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing, Negligent Misrepresentation, Declaratory Relief and Quiet Title as described in the Complaint.

4. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

5. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this summons within which to file an answer to the Complaint.

Issued at the direction of:

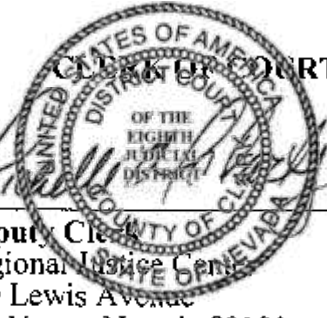
KOLESAR & LEATHAM

By: 

Bart K. Larsen, Esq.  
Nevada Bar No. 008538  
Eric D. Walther, Esq.  
Nevada Bar No. 13611  
400 South Rampart Boulevard, Suite 400  
Las Vegas, Nevada 89145

*Attorneys for Plaintiff  
Kal-Mor-USA, LLC*

By:  6/20/2017

  
Deputy Clerk  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, Nevada 89101

Michelle McCarthy

KOLESAR & LEATHAM  
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**SUMM**

BART K. LARSEN, ESQ.  
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ewalther@klnevada.com

*Attorneys for Plaintiff  
Kal-Mor-USA, LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\*\*\*

KAL-MOR-USA, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; FIRST 100, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROE ENTITIES I through X,

Defendants.

CASE NO. A-17-757061-C  
DEPT NO. Department 18

**SUMMONS - DEFENDANT, OMNI FINANCIAL, LLC**

**NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.  
READ THE INFORMATION BELOW.**

**TO THE DEFENDANT:** A civil Complaint has been filed by the Plaintiff against you for the  
relief set forth in the Complaint.

**OMNI FINANCIAL, LLC**

1. If you intend to defend this lawsuit, within 20 days after this Summons is served  
on you exclusive of the day of service, you must do the following:

a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.

b. Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. This action is brought against you for Declaratory Relief, Quiet Title, Unjust Enrichment, Conversion, Slander of Title, Intentional Interference with Contractual Relations and Injunctive Relief as described in the Complaint.

4. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

5. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this summons within which to file an answer to the Complaint.

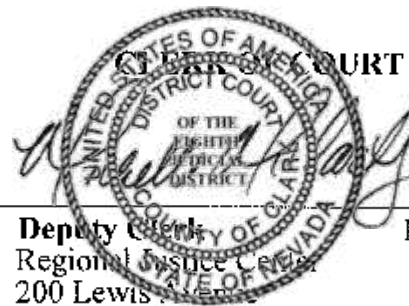
Issued at the direction of:

KOLESAR & LEATHAM

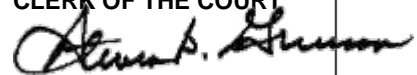
By: Bart K. Larsen  
Bart K. Larsen, Esq.  
Nevada Bar No. 008538  
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By: Michelle McCarthy 6/20/2017  
Deputy Clerk  
Regional Justice Center  
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Las Vegas, Nevada 89101  
Michelle McCarthy







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12 ewalther@klnevada.com

13 *Attorneys for Plaintiff*  
14 *Kal-Mor-USA, LLC*

15 **DISTRICT COURT**  
16 **CLARK COUNTY, NEVADA**

17 \* \* \*

18 KAL-MOR-USA, LLC, a Nevada limited  
19 liability company,

20 Plaintiff,

21 vs.

22 OMNI FINANCIAL, LLC, a foreign limited  
23 liability company; FIRST 100, LLC, a Nevada  
24 limited liability company; DOES I through X;  
25 and ROE ENTITIES I through X,

26 Defendants.

CASE NO. A-17-757061-C

DEPT NO. 18

**ACCEPTANCE OF SERVICE**

27 ACCEPTANCE OF SERVICE of the Summons and Complaint filed on June 19, 2017 in  
28 the above-entitled matter is hereby acknowledged on behalf of Defendant FIRST 100, LLC this  
29 6<sup>th</sup> day of ~~June~~ *July*, 2017.

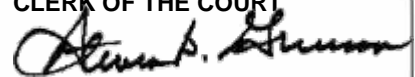
**MAIER GUTTIERREZ & ASSOCIATES**

By 

JOSE A. GUTTIERREZ, ESQ.  
Nevada Bar No. 9046  
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8 *Attorneys for Plaintiff*  
9 *Kal-Mor-USA, LLC*

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

11 KAL-MOR-USA, LLC, a Nevada limited  
12 liability company,

13 Plaintiff,

14 vs.

15 OMNI FINANCIAL, LLC, a foreign limited  
16 liability company; FIRST 100, LLC, a Nevada  
17 limited liability company; DOES I through X;  
and ROE ENTITIES I through X,

Defendants.

CASE NO. A-17-757061-C

DEPT NO. ~~18~~ XVIII

**ACCEPTANCE OF SERVICE**

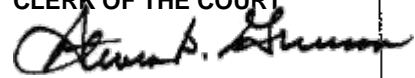
18 ACCEPTANCE OF SERVICE of the Summons and Complaint filed on June 19, 2017 in  
19 the above-entitled matter is hereby acknowledged on behalf of Defendant OMNI FINANCIAL,  
20 LLC this 6th day of August, 2017.

21 **HOWARD & HOWARD**

22 By 

23 ROBERT W. HERNQUIST  
24 Nevada Bar No. 10616  
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26 Facsimile (702) 567-1568  
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27 *Attorneys for Defendant Omni Financial, LLC*  
28



0008

BART K. LARSEN, ESQ.

Nevada Bar No. 8538

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*Attorneys for Plaintiff*

*Kal-Mor-USA, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

\*\*\*

KAL-MOR-USA, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; FIRST 100, LLC, a Nevada  
limited liability company; DOES 1 through X;  
and ROE ENTITIES 1 through X, inclusive,

Defendants.

CASE NO. A-17-757061-C

DEPT. NO. 18

**PLAINTIFF'S MOTION FOR  
TEMPORARY RESTRAINING  
ORDER AND FOR ORDER TO  
SHOW CAUSE WHY A  
PRELIMINARY INJUNCTION  
SHOULD NOT ISSUE**

**AND**

**EX-PARTE APPLICATION FOR  
ORDER SHORTENING TIME**

COMES NOW Plaintiff Kal-Mor-USA, LLC ("Kal-Mor"), by and through its attorneys of record, the law firm of Kolesar & Leatham, hereby requests that this Court enter a temporary restraining order and an order to show cause why a preliminary injunction should not issue to enjoin Defendant Omni Financial, LLC ("Omni") from taking any action to foreclose on real

1 properties owned by Kal-Mor or to otherwise enforce security interests claimed against such  
2 properties in violation of NRS 40.430 and 40.435.

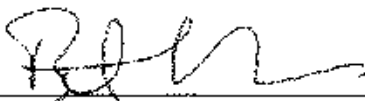
3 The nine (9) separate real properties at issue (as described in greater detail herein, the  
4 "Kal-Mor Properties") were allegedly pledged as collateral for a loan made by Omni to  
5 Defendant First 100, LLC ("First 100"). Kal-Mor later purchased the subject properties from  
6 First 100 without knowledge or notice of any lien claimed against such properties by Omni. On  
7 February 16, 2017, Omni obtained a final judgment against First 100 in the amount of \$4.8  
8 million for the balance its loan. As a result, any security interest or lien Omni might claim  
9 against the subject properties was discharged pursuant to NRS 40.435(3). Omni, therefore, holds  
10 no valid security interest or lien against any of the subject properties.

11 Omni, however, refuses to accept reality and has scheduled a foreclosure sale of the Kal-  
12 Mor Properties to take place on September 12, 2017. Kal-Mor is likely to prevail on the merits  
13 in this action and will suffer irreparable harm if Omni is allowed to proceed. Therefore, it is  
14 necessary and appropriate that a temporary restraining order and preliminary injunction be  
15 immediately entered against Omni to prevent it from moving forward with its planned  
16 foreclosure sale.

17 The Application is made and based upon NRCP 65, the points and authorities herein, the  
18 Declaration of Greg Darroch (the "Darroch Declaration") attached hereto, the papers and  
19 pleadings on file, and any argument the Court may entertain.

20 DATED this 18<sup>th</sup> day of August, 2017.

21 **KOLESAR & LEATHAM**

22 

23 **BART K. LARSEN, ESQ.**

24 Nevada Bar No. 8538

25 400 South Rampart Boulevard, Suite 400  
26 Las Vegas, Nevada 89145

27 *Attorneys for Plaintiff Kal-Mor-USA, LLC*

**ORDER SHORTENING TIME**

Good cause appearing, IT IS HEREBY ORDERED that the Plaintiff's Motion for Temporary Restraining Order and for Order to Show Cause Why a Preliminary Injunction Should Not Issue shall be heard on shortened time on the 30<sup>th</sup> day of August, 2017, in Department 18 of the above-entitled Court at the hour of 9 : 00 a.m., or as soon thereafter as counsel may be heard.

IT IS FURTHER ORDERED that any opposition to Plaintiff's Motion for Temporary Restraining Order and for Order to Show Cause Why a Preliminary Injunction Should Not Issue shall be filed and served no later than the 25<sup>th</sup> day of August, 2017 and that any reply to any such opposition shall be filed and served no later than the 28<sup>th</sup> day of August, 2017.

DATED this 18 day of August, 2017.

  
DISTRICT COURT JUDGE



1                   **DECLARATION OF BART K. LARSEN, ESQ. IN SUPPORT OF EX-PARTE**  
2                   **APPLICATION FOR ORDER SHORTENING TIME**

3                   I, Bart K. Larsen, Esq., hereby declare as follows:

4                   1.       I am attorney duly licensed to practice in the State of Nevada. I am a shareholder  
5 in the law firm of Kolesar & Leatham, and I am lead counsel for Plaintiff Kal-Mor in this action.  
6 I make this Declaration in support of Kal-Mor's Ex-Parte Application for Order Shortening  
7 Time.

8                   2.       I am over the age of 18, have personal knowledge as to the matters set forth  
9 herein except for those matters stated upon information and belief, and if called upon to testify  
10 could and would competently testify thereto.

11                   3.       Upon information and belief, and as set forth in more detail in the attached  
12 Declaration of Greg Darroch, Kal-Mor holds legal title to and is the owner of the Kal-Mor  
13 Properties, which are all located in Clark County, Nevada and upon which Omni claims to hold  
14 various deeds of trust as security for a loan Omni made to Defendant First 100 in 2014.

15                   4.       Upon information and belief, Kal-Mor purchased the Kal-Mor Properties from  
16 First 100 during 2014 and 2015 without any knowledge of Omni's claimed security interests.

17                   5.       On or about February 16, 2017, Omni obtained a final judgment against First 100  
18 in the amount of \$4.8 million in an action pending before the United States District Court for the  
19 District of Nevada (case no. 2:16-cv-00109-RFB-CWH) for the unpaid balance of the loan to  
20 First 100 that was allegedly secured by the Kal-Mor Properties among other collateral.

21                   6.       Pursuant to NRS 40.430 and 40.435, the entry of such judgment extinguished any  
22 security interest or lien Omni could claim against the Kal-Mor Properties.

23                   7.       Nevertheless, Omni obtusely seeks to cause the Kal-Mor Properties to be sold  
24 through a non-judicial foreclosure, which Omni has scheduled to take place on September 12,  
25 2017.

26                   8.       Omni's scheduled sale will further cloud title to the Kal-Mor Properties as Omni  
27 will undoubtedly claim that such sale will deprive and divest Kal-Mor of legal title to and its  
28 ownership interests in the Kal-Mor Properties.

1           9.       A the scheduled sale date is less than 30 days away, there is insufficient time for  
2 Plaintiff's Motion Temporary Restraining Order and Order to Show Cause Why a Preliminary  
3 Injunction Should Not Issue (the "Motion") to be heard in the ordinary course. Accordingly,  
4 good cause exists under EDCR 2.26 to hear the Motion on shortened time.

5           10.       Plaintiff respectfully request that the hearing on the Motion be scheduled to take  
6 place no later than Thursday, August 31, 2017 to allow adequate time for the posting of security  
7 and the service of necessary documents prior to the scheduled sale and to take appropriate steps  
8 to reset the Motion for hearing should Omni attempt to remove this action to federal court prior  
9 to the hearing date.

10           I declare under penalty of perjury under the laws of Nevada that the foregoing is true and  
11 correct.

12           Dated this 18<sup>th</sup> day of August, 2017.

13   
14 \_\_\_\_\_  
15 BART K. LARSEN, ESQ.  
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## MEMORANDUM OF POINTS AND AUTHORITIES

### **I. INTRODUCTION**

Kal-Mor purchased the nine (9) Kal-Mor Properties that are the subject of this litigation from Defendant First 100 with no knowledge whatsoever that First 100 had previously attempted to pledge the Kal-Mor Properties as collateral for a loan it received from Defendant Omni. Omni now seeks to foreclose upon the Kal-Mor Properties under a series of poorly-prepared deeds of trusts it received from First 100. Omni, however, has already obtained a final judgment against First 100 in the amount of \$4.8 million for the outstanding balance of the loan in a separate action. Consequently, any security interest or lien Omni could possibly claim under the deeds of trust it received from First 100 has been discharged and released pursuant to Nevada's one-action rule as set forth at NRS 40.430 and 40.435. Therefore, Omni holds no security interest upon which it can foreclose.

Yet, on August 15, 2017, Omni recorded a Notice of Trustee's Sale through which it has scheduled a non-judicial sale of the Kal-Mor Properties to take place on September 12, 2017. The planned foreclosure sale is entirely unjustified and will cause irreparable harm to Kal-Mor's rights, title, and interests in the Kal-Mor Properties. As such, and given the overwhelming likelihood that Kal-Mor will prevail in this action, Omni must be enjoined from proceeding with the September 12, 2017 foreclosure sale and from otherwise attempting to enforce any security interest or lien it might claim against the Kal-Mor Properties.

### **II. STATEMENT OF FACTS**

1. On May 27, 2014, First 100 and Omni entered into a Loan Agreement under which Omni agreed to loan up to \$5,000,000 to First 100. In connection therewith, First 100 executed a Promissory Note dated May 27, 2014 in favor of Omni (the "Omni Loan").<sup>1</sup>

2. Kal-Mor was not a party to the Omni Loan transaction and was not involved in any way in the negotiation or origination of the Omni Loan. Kal-Mor did not receive any proceeds from the Omni Loan and owes no indebtedness to Omni in connection with the Omni

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<sup>1</sup> Darroch Declaration, ¶ 3.



1 Loan or otherwise.<sup>2</sup>

2 3. The Omni Loan was apparently secured by a Security Agreement dated May 27,  
3 2014 (the "Security Agreement") under which First 100 pledged certain real and personal  
4 property as collateral for the Omni Loan.<sup>3</sup>

5 4. Among other things, the collateral purportedly pledged pursuant to the Security  
6 Agreement was evidenced by (i) a Deed of Trust dated May 27, 2014 (the "May 2014 Deed of  
7 Trust"), (ii) a Deed of Trust dated June 17, 2014 (the "June 2014 Deed of Trust"), and a Deed of  
8 Trust dated August 21, 2014 (the "August 2014 Deed of Trust" and together with the May 2014  
9 Deed of Trust and June 2014 Deed of Trust, the "Deeds of Trust").

10 5. The May 2014 Deed of Trust was recorded in the official records of the Clark  
11 County, Nevada Recorder (the "Official Records") as instrument number 20140529-0001342 on  
12 May 29, 2014. Under the May 2014 Deed of Trust, First 100 purported to pledge various real  
13 properties as collateral for the Omni Loan, including, but not limited to:

- 14 a. The property commonly known as 1217 Neva Ranch Avenue, North Las Vegas,  
15 Nevada 89081, also designated as Clark County Assessor Parcel Number  
16 ("APN") 124-26-311-029;
- 17 b. The property commonly known as 230 East Flamingo Road #330, Las Vegas,  
18 Nevada 89169, also designated as APN 162-16-810-355;
- 19 c. The property commonly known as 2615 West Gary Avenue #1065, Las Vegas,  
20 Nevada 89123, also designated as APN 177-20-813-127; and
- 21 d. The property commonly known as 6575 Shining Sand Avenue, Las Vegas,  
22 Nevada 89142, also designated as APN 161-10-511-072.

23 6. The June 2014 Deed of Trust was recorded in the Official Records as instrument  
24 number 20140718-0001253 on July 18, 2014. Under the June 2014 Deed of Trust, First 100  
25 purported to pledge certain additional real properties as collateral for the Omni Loan, including,  
26 but not limited to:

27 \_\_\_\_\_  
<sup>2</sup> *Id.*, ¶ 6.

28 <sup>3</sup> *Id.*, ¶ 4.

- a. The property commonly known as 4921 Indian River Drive #112, Las Vegas, Nevada 89103, also designated as APN 163-24-612-588;
- b. The property commonly known as 5009 Indian River Drive #155, Las Vegas, Nevada 89103, also designated as APN 163-24-612-639;
- c. The property commonly known as 5295 Indian River Drive #314, Las Vegas, Nevada 89103, also designated as APN 163-24-612-798; and
- d. The property commonly known as 4400 Sandy River Drive #16, Las Vegas, Nevada 89103, also designated as APN 163-24-612-500.

7. The August 2014 Deed of Trust was recorded in the Official Records as instrument number 20140826-0001916 on August 26, 2014. Under the August 2014 Deed of Trust, First 100 purported to pledge as collateral for the Omni Loan the real property commonly known as 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156, also designated as APN 140-21-611-018.

8. The August 2014 Deed of Trust, however, did not include any legal description for the property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156.

9. On October 5, 2016, Omni re-recorded the August 2014 Deed of Trust in the Official Records with the legal description for the property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156 attached as Addendum "A" as instrument number 20161005-0002287.

10. On April 24, 2017, Omni re-recorded the May 2014 Deed of Trust in the Official Records as instrument number 20170424-0000178 in an attempt to correct the incomplete and incorrect legal descriptions set forth in the May 2014 Deed of Trust.

11. On April 24, 2017, Omni re-recorded the June 2014 Deed of Trust in the Official Records as instrument number 20170424-0000179 in an attempt to correct the incomplete and incorrect legal descriptions set forth in the June 2014 Deed of Trust.

#### **The Purchase of the Kal-Mor Properties**

12. First 100's primary business operations involve the purchase and sale of residential real properties in Clark County, Nevada that are acquired by First 100 through

homeowner association foreclosure sales conducted pursuant to the provisions of Chapter 116 of Nevada Revised Statutes. During 2013, 2014, and 2015, Kal-Mor purchased several such properties from First 100, including the nine (9) Kal-Mor Properties discussed below that are the subject of this action.<sup>4</sup>

***1217 Neva Ranch Avenue, North Las Vegas, Nevada 89081***

13. The real property located at 1217 Neva Ranch Avenue, North Las Vegas, Nevada and described more particularly as APN 124-26-311-029 (the "Neva Ranch Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Creekside III Homeowners Association (the "Creekside III HOA").<sup>5</sup>

14. The Creekside III HOA foreclosed upon a lien for delinquent assessments levied against the Neva Ranch Property on or about May 4, 2013 and caused the Nevada Ranch Property to be sold to First 100 for good and valuable consideration. A Foreclosure Deed upon Sale conveying title to the Neva Ranch Property to First 100 was recorded in the Official Records on May 7, 2013 as instrument number 20130507-0003557.<sup>6</sup>

15. On or about April 6, 2015, First 100 agreed to sell the Neva Ranch Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Neva Ranch Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000740.<sup>7</sup>

***230 East Flamingo Road, #330, Las Vegas, Nevada 89169***

16. The real property located at 230 East Flamingo Road, #330, Las Vegas, Nevada 89169 and described more particularly as APN 162-16-810-355 (the "East Flamingo Property") is owned by Kal-Mor and is located within a common interest community created pursuant to

<sup>4</sup> Darroch Declaration, ¶¶ 7-8.

<sup>5</sup> *Id.*, ¶ 9.

<sup>6</sup> *Id.*, ¶¶ 10-11. A copy of this deed is attached hereto as Exhibit 1.

<sup>7</sup> *Id.*, ¶ 12. A copy of this deed is attached hereto as Exhibit 2.

Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Meridian Private Residences Homeowners Association (the "Meridian HOA").<sup>8</sup>

17. The Meridian HOA foreclosed upon a lien for delinquent assessments levied against the East Flamingo Property on or about July 13, 2013 and caused the East Flamingo Property to be sold to First 100 for good and valuable consideration. A Foreclosure Deed upon Sale conveying title to the East Flamingo Property to First 100 was recorded in the Official Records on July 16, 2013 as instrument number 20130716-0002104.<sup>9</sup>

18. On or about April 9, 2015, First 100 agreed to sell the East Flamingo Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the East Flamingo Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000739.<sup>10</sup>

***2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123***

19. The real property located at 2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123 and described more particularly as APN 177-20-813-127 (the "West Gary Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Southgate Condominium Unit-Owners' (the "Southgate HOA").<sup>11</sup>

20. The Southgate HOA foreclosed upon a lien for delinquent assessments levied against the West Gary Property on or about May 4, 2013 and caused the West Gary Property to be sold to First 100 for good and valuable consideration. A Foreclosure Deed upon Sale conveying title to the West Gary Property to First 100 was recorded in the Official Records on

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<sup>8</sup> *Id.*, ¶ 16.

<sup>9</sup> *Id.*, ¶¶ 17-18. A copy of this deed is attached hereto as Exhibit 3.

<sup>10</sup> *Id.*, ¶ 19. A copy of this deed is attached hereto as Exhibit 4.

<sup>11</sup> *Id.*, ¶ 23.

May 7, 2013 as instrument number 20130507-0003558.<sup>12</sup>

21. On or about April 9, 2015, First 100 agreed to sell the West Gary Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the West Gary Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000742.<sup>13</sup>

***6575 Shining Sand Avenue, Las Vegas, Nevada 89142***

22. The real property located at 6575 Shining Sand Avenue, Las Vegas, Nevada 89142 and described more particularly as APN 161-10-511-072 (the "Shining Sand Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Sahara Sunrise Homeowners Association (the "Sahara HOA").<sup>14</sup>

23. The Sahara HOA foreclosed upon a lien for delinquent assessments levied against the Shining Sand Property on or about September 13, 2011 and took title to the Shining Sand Property through a Trustee's Deed upon Sale recorded in the Official Records on September 14, 2011 as instrument number 20110914-0001783.<sup>15</sup>

24. Sahara HOA later sold the Shining Sand Property to First 100 for valuable consideration on or about March 18, 2014. A Quitclaim Deed transferring title to the Shining Sand Property to First 100 was recorded in the Official Records on March 18, 2014 as instrument number 20140318-0002205.<sup>16</sup>

25. On or about April 10, 2015, First 100 agreed to sell the Shining Sand Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Shining Sand Property to Kal-Mor, which was recorded in the

<sup>12</sup> *Id.*, ¶¶ 24-25. A copy of this deed is attached hereto as Exhibit 5.

<sup>13</sup> *Id.*, ¶ 26. A copy of this deed is attached hereto as Exhibit 6.

<sup>14</sup> *Id.*, ¶ 30.

<sup>15</sup> *Id.*, ¶ 31. A copy of this deed is attached hereto as Exhibit 7.

<sup>16</sup> *Id.*, ¶ 32. A copy of this deed is attached hereto as Exhibit 8.

Official Records on April 13, 2015 as instrument number 20150413-0002986.<sup>17</sup>

***4921 Indian River Drive, #112, Las Vegas, Nevada 89103***

26. The real property located at 4921 Indian River Drive, #112, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-588 (the "4921 Indian River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Bella Vita Homeowners Association (the "Bella Vita HOA").<sup>18</sup>

27. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the 4921 Indian River Property on or about July 10, 2013 and caused the 4921 Indian River Property to be sold to First 100 for good and valuable consideration. A Deed of Sale conveying title to the 4921 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002749.<sup>19</sup>

28. On or about April 10, 2015, First 100 agreed to sell the 4921 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 4921 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002987.<sup>20</sup>

***5009 Indian River Drive, #155, Las Vegas, Nevada 89103***

29. The real property located at 5009 Indian River Drive, #155, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-639 (the "5009 Indian River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants,

<sup>17</sup> *Id.*, ¶ 33. A copy of this deed is attached hereto as Exhibit 9.

<sup>18</sup> *Id.*, ¶ 37.

<sup>19</sup> *Id.*, ¶¶ 38-39. A copy of this deed is attached hereto as Exhibit 10.

<sup>20</sup> *Id.*, ¶ 40. A copy of this deed is attached hereto as Exhibit 11.

conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.<sup>21</sup>

30. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the 5009 Indian River Property on or about January 21, 2014 and took title to the 5009 Indian River Property through a Foreclosure Deed recorded in the Official Records on January 23, 2014 as instrument number 20140123-0002773.<sup>22</sup>

31. The Bella Vita HOA later sold the 5009 Indian River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002750.<sup>23</sup>

32. On or about April 10, 2015, First 100 agreed to sell the 5009 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 5009 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002988.<sup>24</sup>

***5295 Indian River Drive, #314, Las Vegas, Nevada 89103***

33. The real property located at 5295 Indian River Drive, #314, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-798 (the "5295 Indian River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.<sup>25</sup>

34. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the 5295 Indian River Property on or about December 26, 2013 and took title to the 5295 Indian River Property through a Foreclosure Deed recorded in the Official Records on December

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<sup>21</sup> *Id.*, ¶ 44.

<sup>22</sup> *Id.*, ¶ 45. A copy of this deed is attached hereto as Exhibit 12.

<sup>23</sup> *Id.*, ¶ 46. A copy of this deed is attached hereto as Exhibit 13.

<sup>24</sup> *Id.*, ¶ 47. A copy of this deed is attached hereto as Exhibit 14.

<sup>25</sup> *Id.*, ¶ 51.

30, 2013 as instrument number 20131230-0000172.<sup>26</sup>

35. The Bella Vita HOA later sold the 5295 Indian River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002747.<sup>27</sup>

36. On or about April 10, 2015, First 100 agreed to sell the 5295 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 5295 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002990.<sup>28</sup>

***4400 Sandy River Drive, #16, Las Vegas, Nevada 89103***

37. The real property located at 4400 Sandy River Drive #16, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-500 (the "Sandy River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.<sup>29</sup>

38. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the Sandy River Property on or about January 21, 2014 and took title to the Sandy River Property through a Foreclosure Deed recorded in the Official Records on January 23, 2014 as instrument number 20140123-0002775.<sup>30</sup>

39. The Bella Vita HOA later sold the Sandy River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the Sandy River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument

<sup>26</sup> *Id.*, ¶ 52. A copy of this deed is attached hereto as Exhibit 15.

<sup>27</sup> *Id.*, ¶ 53. A copy of this deed is attached hereto as Exhibit 16.

<sup>28</sup> *Id.*, ¶ 54. A copy of this deed is attached hereto as Exhibit 17.

<sup>29</sup> *Id.*, ¶ 58.

<sup>30</sup> *Id.*, ¶ 59. A copy of this deed is attached hereto as Exhibit 18.



number 20140716-0002748.<sup>31</sup>

40. On or about April 10, 2015, First 100 agreed to sell the Sandy River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Sandy River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002988.<sup>32</sup>

*5782 Camino Ramon Avenue, Las Vegas, Nevada 89156*

41. The real property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156 and described more particularly as APN 140-21-611-018 (the "Camino Ramon Property" and together with the Neva Ranch Property, the East Flamingo Property, the West Gary Property, the Shining Sand Property, the 4921 Indian River Property, the 5009 Indian River Property, the 5295 Indian River Property, and the Sandy River Property, the "Kal-Mor Properties") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Tierra Mesa Homeowners Association (the "Tierra Mesa HOA").<sup>33</sup>

42. The Tierra Mesa HOA foreclosed upon a lien for delinquent assessments levied against the Camino Ramon Property on or about October 27, 2010 and took title to the Camino Ramon Property through a Trustee's Deed upon Sale recorded in the Official Records on December 3, 2010 as instrument number 20101203-0002111.<sup>34</sup>

43. The Tierra Mesa HOA later sold the Camino Ramon Property to First 100 for good and valuable consideration on or about August 8, 2014. A Quitclaim Deed transferring title to the Camino Ramon Property to First 100 was recorded in the Official Records on August 11,

<sup>31</sup> *Id.*, ¶ 60. A copy of this deed is attached hereto as Exhibit 19.

<sup>32</sup> *Id.*, ¶ 61. A copy of this deed is attached hereto as Exhibit 20.

<sup>33</sup> *Id.*, ¶ 65.

<sup>34</sup> *Id.*, ¶ 66. A copy of this deed is attached hereto as Exhibit 21.

2014 as instrument number 20140811-0000974.<sup>35</sup>

44. On or about April 6, 2015, First 100 agreed to sell the Camino Ramon Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Camino Ramon Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000741.<sup>36</sup>

45. Kal-Mor Had No Prior Knowledge or Notice of the Deeds of Trust. First 100 did not disclose to Kal-Mor at any time prior to its sale of any of the Kal-Mor Properties that First 100 had previously purported to pledge any of the Kal-Mor Properties as collateral for the Omni Loan under any of the Deeds of Trust.<sup>37</sup>

46. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired at the time it purchased the Kal-Mor Properties.<sup>38</sup>

47. At the time of purchase, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge any of the Kal-Mor Properties as collateral for the Omni Loan, or that Omni claimed a security interest in any of the Kal-Mor Properties.<sup>39</sup>

#### **The First 100 Action**

48. In late 2015, First 100 fell delinquent in its payment obligations under Omni Loan. As a result, on January 8, 2016, Omni issued a Notification of Disposition of Collateral in which it identified the personal property Omni believed to be subject to its security interest and scheduled a sale of the collateral to take in accordance with NRS Chapter 104 on January 21, 2016 (the "UCC Sale").<sup>40</sup>

49. On January 15, 2016, First 100 filed a complaint in the Eighth Judicial District

<sup>35</sup> *Id.*, ¶ 67. A copy of this deed is attached hereto as Exhibit 22.

<sup>36</sup> *Id.*, ¶ 68. A copy of this deed is attached hereto as Exhibit 23.

<sup>37</sup> *Id.*

<sup>38</sup> *Id.*

<sup>39</sup> *Id.*

<sup>40</sup> *Id.*, ¶ 72.

1 Court in Clark County, Nevada (Case No. A-16-730374-C) (the “First 100 Action”) in which it  
2 asserted various claims against Omni and sought an injunction to prevent Omni from proceeding  
3 with the UCC Sale. On January 18, 2016, Omni removed the First 100 Action to the United  
4 States District Court for the District of Nevada (the “District Court”) (Case No. 2:16-cv-  
5 00099).<sup>41</sup>

6 50. After several months of litigation in the First 100 Action, Omni completed the  
7 UCC Sale on May 25, 2016 and purchased certain First 100 personal property that had been  
8 pledged as collateral for the Omni Loan under the Security Agreement through a successful  
9 credit bid.<sup>42</sup>

10 51. Various disputes subsequently arose between First 100 and Omni as to, among  
11 other things, the outstanding balance of the Omni Loan, the reasonableness of the UCC Sale, the  
12 value of the personal property purchase by Omni through the UCC Sale, and First 100’s liability  
13 for any remaining balance of the Omni Loan.<sup>43</sup>

14 52. After several additional months of litigation in the First 100 Action, Omni and  
15 First 100 reached an agreement to resolve their various disputes and entered into a written  
16 settlement agreement (the “First 100 Settlement”).

17 53. Under the First 100 Settlement, First 100 and Omni released all claims related to  
18 the First 100 Action and First 100’s default and breach of its obligations under the Omni loan,  
19 reserving only the rights of the parties to enforce the First 100 Settlement.<sup>44</sup>

20 54. In connection with the First 100 Settlement, the District Court entered a  
21 Stipulated Judgment on February 16, 2017 in the First 100 Action through which it entered final  
22 judgment in favor of Omni and against First 100 in the amount of \$4.8 million for the remaining  
23 balance of the Omni Loan (the “First 100 Judgment”) and dismissed all claims, counterclaims,  
24 and third-party claims asserted in the First 100 Action with prejudice, reserving only the rights of

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25 <sup>41</sup> *Id.*, ¶ 73.

26 <sup>42</sup> *Id.*, ¶ 74.

27 <sup>43</sup> *Id.*, ¶ 76.

28 <sup>44</sup> *Id.*, ¶ 78.

the parties to enforce the First 100 Settlement.<sup>45</sup>

**Omni's Attempts to Enforce the Deeds of Trust**

55. Kal-Mor maintains and operates the Kal-Mor Properties as residential rental properties.<sup>46</sup>

56. Beginning on or about September 29, 2016, Omni began making demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni claimed to be entitled to collect pursuant to various assignments of rents contained within the Deeds of Trust.<sup>47</sup>

57. Notwithstanding the subsequent entry of the First 100 Judgment, Omni continues to make demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni claims to be entitled to collect pursuant to various assignments of rents contained within the Deeds of Trust.<sup>48</sup>

58. Omni has collected in excess of \$5,000 in rent rightfully owed to Kal-Mor from tenants occupying the Kal-Mor Properties.<sup>49</sup>

59. On May 15, 2017, Omni caused a Notice of Breach and Election to Sell under Deeds of Trust (the "Notice of Default") to be recorded in the Official Records against the Kal-Mor Properties as instrument number 20140515-0000474.<sup>50</sup>

60. Under the Notice of Default, Omni claims to be legally entitled to cause the Kal-Mor Properties to be sold through non-judicial foreclosure pursuant to the Deeds of Trust to satisfy the outstanding balance of the Omni Loan.<sup>51</sup>

61. Omni intends to cause the Kal-Mor Properties to be sold through non-judicial foreclosure sales pursuant to the Deeds of Trust and to retain the proceeds and benefits of such

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<sup>45</sup> *Id.*, ¶ 79. A copy of the First 100 Judgment is attached hereto as Exhibit 24.

<sup>46</sup> *Id.*, ¶ 80.

<sup>47</sup> *Id.*, ¶ 81. A copy of one such demand is attached hereto as Exhibit 25.

<sup>48</sup> *Id.*, ¶ 82.

<sup>49</sup> *Id.*, ¶ 83.

<sup>50</sup> *Id.*, ¶ 85. A copy of the Notice of Default is attached hereto as Exhibit 26.

<sup>51</sup> *Id.*, ¶ 86.

1 sales.<sup>52</sup>

2 62. On August 15, 2017, Omni caused a Notice of Trustee's Sale scheduling a non-  
3 judicial foreclosure sale of the Kal-Mor Properties for September 12, 2017 to be recorded in the  
4 Official Records against the Kal-Mor Properties as instrument number 20170815-0000144.<sup>53</sup>

### 5 III. LEGAL ARGUMENT

#### 6 A. INJUNCTIVE RELIEF IS NECESSARY TO PRESERVE THE STATUS 7 QUO.

8 Preliminary injunctions are available to preserve the status quo pending the resolution of  
9 the underlying dispute on the merits. *Leonard v. Stoebling*, 102 Nev. 543, 782 P.2d 1358 (1986).  
10 To obtain an injunction, "the moving party must show that there is a likelihood of success on the  
11 merits and that the nonmoving party's conduct, should it continue, would cause irreparable harm  
12 for which there is no adequate remedy at law." *Dep't of Conservation & Nat. Res., Div. of Water*  
13 *Res. v. Foley*, 121 Nev. 77, 80, 109 P.3d 760, 762 (2005); *University Sys. v. Nevadans for Sound*  
14 *Gov't*, 120 Nev. 712, 721, 100 P.3d 179, 187 (2004); *Dangberg Holdings v. Douglas Co.*, 115  
15 Nev. 129, 142, 978 P.2d 311, 319 (1999).

16 As early as 1865, the Nevada Supreme Court recognized the utility of preliminary  
17 injunctions in cases where there is a "threatened injury." *Champion v. Sessions*, 1 Nev. 478  
18 (1865). While it is true that a party with an adequate remedy at law cannot face an "irreparable  
19 injury" (see e.g., *Number One Rent-A-Car v. Ramada Inns, Inc.*, 94 Nev. 779, 587 P.2d 1329  
20 (1978)), the Nevada Supreme Court has held that where the adequacy of a remedy at law is  
21 unclear, injunctive relief should be granted. *Ripps v. City of Las Vegas*, 72 Nev. 135, 297 P.2d  
22 258 (1956). Further, the existence of a remedy at law will not preclude an injunction where the  
23 equitable remedy is "far superior" to the legal remedy. *Nevada Escrow Services v. Crockett*, 91  
24 Nev. 201, 209, 533 P.2d 471, 478 (1975). Acts committed without just cause which  
25 unreasonably interfere with a business are sufficient to justify the issuance of an injunction.  
26 *Sobol v. Capital Mgmt. Consultants*, 102 Nev. 444, 726 P.2d 335 (1986) (alleged usurpation of

27 <sup>52</sup> *Id.*, ¶ 87.

28 <sup>53</sup> A copy of the Notice of Trustee's sale is attached hereto as Exhibit 27.

1 business name which interfered with a legitimate business by creating public confusion,  
2 infringing on goodwill, and damaging reputation in the eyes of creditors sufficient to warrant the  
3 issuance of an injunction).

4 As explained below, the security interests on which Omni seeks to foreclose were  
5 extinguished when the First 100 Judgment was entered on February 16, 2017. As a result, Kal-  
6 Mor holds legal title to and ownership of the Kal-Mor Properties free and clear of any security  
7 interest or other lien Omni could assert based upon the Omni Loan or the Deeds of Trust.  
8 Allowing Omni to proceed with its sham foreclosure would unjustly deprive Kal-Mor of its  
9 lawful rights and interests in the Kal-Mor Properties. Omni has no right to foreclose on the Kal-  
10 Mor Properties or to otherwise interfere with Kal-Mor's quiet enjoyment of the Kal-Mor  
11 Properties.

12 **B. KAL-MOR WILL PREVAIL ON THE MERITS.**

13 A preliminary injunction is available upon a showing that the party seeking injunctive  
14 relief enjoys a "reasonable probability" of success on the merits. *Christensen v. Chromalloy*  
15 *American Corp.*, 99 Nev. 34, 656 P.2d 844 (1983). To establish a likelihood of success on the  
16 merits, a moving party need only show a reasonable chance of success on its underlying claims.  
17 *See Christensen v. Chromalloy Am. Corp.*, 99 Nev. 34, 656 P.2d 844 (1983).

18 **1. The Deeds of Trust Were Discharged Under the One-Action Rule.**

19 The \$4.8 million First 100 Judgment was entered on February 16, 2017 on the unpaid  
20 balance of the Omni Loan. Pursuant to Nevada's one-action rule, the entry of the First 100  
21 Judgment extinguished any security interest or lien Omni could have claimed against the Kal-  
22 Mor Properties. Consequently, Omni has no remaining power to foreclose on the Kal-Mor  
23 Properties under the Deeds of Trust.

24 NRS 40.430 is commonly referred to as Nevada's "one-action rule." *Walters v. Eighth*  
25 *Judicial Dist. Court*, 127 Nev. 723, 725, 263 P.3d 231, 232 (2011). "The one-action rule  
26 provides that "'there may be but one action for the recovery of any debt, or for the enforcement  
27 of any right secured by a mortgage or other lien upon real estate.'" *Hefetz v. Beavor*, 397 P.3d  
28 472 (Nev. 2017) (quoting NRS 40.430). The one-action rule prohibits a creditor from "first

1 seeking the personal recovery and then attempting, in an additional suit, to recover against the  
2 collateral.” *Id.* at 476 (quoting *Bonicamp v. Vazquez*, 120 Nev. 377, 383, 91 P.3d 584, 587  
3 (2004)). Specifically, NRS 40.435 provides that where a creditor brings an action in violation of  
4 NRS 40.430, “entry of a final judgment releases and discharges the mortgage or lien.” NRS  
5 40.435(3) (2017).

6 “If the creditor sues the debtor personally on the debt, the debtor may then either assert  
7 the one-action rule, forcing the creditor to proceed against the security first before seeking a  
8 deficiency from the debtor, or decline to assert the one-action rule, accepting a personal  
9 judgment and depriving the creditor of its ability to proceed against the security.” *Hefetz*, 397  
10 P.3d at 476 (citations omitted). “The right to waive the security is the debtor’s, not the  
11 creditor’s.” *Keever v. Nicholas Beers Co.*, 96 Nev. 509, 513, 611 P.2d 1079, 1082 (1980).

12 Once the one-action rule’s protections have been waived by a debtor and final judgment  
13 has been entered on the debt, the debtor or a successor-in-interest in the real property collateral  
14 “may prohibit the creditor from proceeding against the security.” *Hefetz*, 397 P.3d at 478 (citing  
15 *Bonicamp*, 120 Nev. at 382, 91 P.3d at 587); *see also Nev. Wholesale Lumber Co. v. Myers*  
16 *Realty, Inc.*, 92 Nev. 24, 30, 544 P.2d 1204, 1208 (1976) (“[F]ailure to assert NRS 40.430 as an  
17 affirmative defense [in a separate action brought in violation of NRS 40.430] does not result in a  
18 waiver of all protection under that statute and leaves the debtor or his successor in interest free to  
19 invoke the sanction aspect of the ‘one-action’ rule.”).

20 In *Bonicamp*, for example, the debtors gave a creditor a deed of trust on a real property  
21 located in Nevada as collateral for a bail bond obligation in Colorado. *Bonicamp*, 120 Nev. at  
22 379, 91 P.3d at 585. When the debtors later defaulted on the obligation under the bail bond, the  
23 creditor obtained a default judgment against the debtors in Colorado. *Id.* Shortly thereafter, the  
24 creditor domesticated the Colorado judgment in Nevada and commenced a separate Nevada  
25 action for judicial foreclosure against the real property collateral. *Id.* On these facts, the Nevada  
26 Supreme Court held that, under Nevada’s one-action rule, the creditor forfeited its rights in the  
27 real property collateral by first obtaining a personal judgment against the debtors. *Id.* at 380, 91  
28 P.3d at 586.

1 Omni intentionally sought and obtained a final judgment against First 100 for the unpaid  
2 balance of the Omni Loan. The impact of the one-action rule on such facts is clear. Where a  
3 creditor, such as Omni, obtains a judgment against a borrower on the debt before foreclosing,  
4 that creditor forever loses the right to foreclose against real property securing the debt.

5 2. The Entry of the First 100 Judgment Was Undoubtedly "an Action" under  
6 NRS 40.430.

7 It would be absurd to argue for Omni to argue that the entry of the First 100 Judgment  
8 was not "an action" under NRS 40.430. Obtaining a judgment on a promissory note is the very  
9 essence of "an action" under Nevada's one-action rule. In fact, Nevada's one-action rule was  
10 purposely designed to prevent creditors from obtaining a judgment on a promissory note, as  
11 Omni did in obtaining the First 100 Judgment, and then attempt to foreclose on the underlying  
12 real property collateral, as Omni is now attempting to do. "The one-action rule was enacted to  
13 prevent double recovery by creditors ... The purpose of the rule is to relieve debtors of  
14 harassment by creditors seeking to recover both possession of the property securing the debt, and  
15 a full money judgment on the debt." *Hart v. Hart*, 50 B.R. 956, 960 (Bankr. D. Nev 1985)  
16 (citation omitted).

17 In *Bonicamp*, the Nevada Supreme Court firmly rejected the creditor's argument that the  
18 default judgment obtained in Colorado was not "an action" for purposes of NRS 40.430, finding  
19 that the act of seeking and obtaining a default judgment in Colorado was "an action" under the  
20 statute notwithstanding the fact that the credit had made no previous effort to collect. *Bonicamp*,  
21 120 Nev. at 380-81, 91 P.3d at 586. The Court also chose to narrowly construe the exceptions to  
22 the one-action rule set forth in NRS 40.430(6), finding such exceptions applied only to the acts  
23 specifically enumerated therein. *Id.*

24 The fact that the First 100 was entered as part of a voluntary settlement between Omni  
25 and First 100 is irrelevant. There is no dispute that that the \$4.8 million First 100 Judgment was  
26 entered in Omni's favor, nor is there any dispute that the First 100 Judgment is a final judgment  
27 that fully resolved the First 100 Action. Omni cannot now double its recover by also foreclosing  
28 on the Kal-Mor Properties. See *Nevada Wholesale Lumber Company v. Myers Realty*, 92 Nev.



24; 544 P.2d 1204 (1976) (holding that when a secured party failed to exhaust security before taking judgment on the underlying debt, it triggered the sanction aspect the one-action rule and discharged all security interests in the real property collateral).

3. Kal-Mor Is Entitled to an Order Quieting Title to the Kal-Mor Properties.

"An action may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action, for the purpose of determining such adverse claim." NRS 40.010; *see also Howell v. Ricci*, 124 Nev. 1222, 1224, 197 P.3d 1044, 1046 n.1 (2008) (a quiet title action is the proper method by which to adjudicate disputed ownership of real property rights). For the reasons set forth above, any security interest or lien Omni may have held in the Kal-Mor Properties was discharged and released upon the entry of the First 100 Judgment. As such, Kal-Mor is entitled to determination from this Court finding that the Deeds of Trust have been discharged and that Omni holds no further right, claim, or interest in any of the Kal-Mor Properties.

**C. OMNI'S PLANNED FORECLOSURE WILL RESULT IN IRREPARABLE HARM.**

Irreparable harm is an injury "for which compensatory damage is an inadequate remedy." *Dixon v. Thatcher*, 103 Nev. 414, 415, 742 P.2d 1029, 1029 (1987). "[R]eal property and its attributes are considered unique and loss of real property rights generally results in irreparable harm." *Id.* at 1030. Additionally, "acts committed without just cause which unreasonably interfere with a business or destroy its credit or profits, may do an irreparable injury and thus authorize issuance of an injunction." *Sobol v. Capital Mgmt. Consultants, Inc.*, 726 P.2d 335, 337 (Nev. 1986).

Speaking specifically to a request to enjoin a non-judicial foreclosure under a deed of trust, the Nevada Supreme Court has held that a preliminary injunction should issue because "the equitable remedy is so far superior that the legal remedy may be rendered inadequate." *Nevada Escrow Service, Inc. v. Crockett*, 91 Nev. 201, 203, 533 P.2d 471, 472 (1975) (citing *Czipott v. Fleigh*, 87 Nev. 496, 499, 489 P.2d 681, 683 (1971)). Omni's planned foreclosure threatens to deprive Kal-Mor of the real properties rights and interests it purchased from First 100 without

1 any actual knowledge of Omni's claims against the Kal-Mor Properties.

2 Kal-Mor is maintaining and operating the Kal-Mor Properties as residential rental  
3 properties and is paying property taxes, HOA assessments, and other charges that could become  
4 liens as they come due. Should Omni be allowed to foreclose, it will likely seek to take  
5 immediate possession of the Kal-Mor Properties at which point Kal-Mor would lose all control  
6 over their maintenance and care. Considering that Omni has no realistic chance of ultimately  
7 prevailing in this action in light of its clear violation of the one-action rule, Omni would have  
8 little incentive to invest in the maintenance or care of the Kal-Mor Properties should they  
9 temporarily fall into Omni's possession as a result of the planned foreclosure. Returning  
10 possession of the Kal-Mor Properties to Kal-Mor at the conclusion of this litigation in whatever  
11 state they may exist at that time is obviously not an adequate remedy. Furthermore, allowing  
12 Omni to foreclose would unnecessarily disrupt and interfere with Kal-Mor's business  
13 relationships with the tenants that occupy the Kal-Mor Properties.

14 **D. A BALANCING OF THE INTEREST OF THE PARTIES FAVORS**  
15 **INJUNCTIVE RELIEF.**

16 In deciding whether to grant injunctive relief, the Court may weigh the relative interests  
17 of the parties. In other words, the Court can consider how much damage the party seeking an  
18 injunction is likely to suffer if restraint is denied versus the hardship to the non-moving party if  
19 the injunction is granted. *Home Finance Co. v. Balcom*, 61 Nev. 301, 127 P.2d 389 (1942);  
20 *Ottenheimer v. Real Estate Division*, 91 Nev. 338, 535 P.2d 1284 (1975).

21 Here, the balancing of interests clearly and unequivocally favors Kal-Mor as the  
22 irreparable harm it stands to suffer far outweighs any hypothetical hardship to Omni resulting  
23 from an injunction preventing it from completing the non-judicial foreclosure sales of the Kal-  
24 Mor Properties. Omni has already obtained a final judgment in the Omni Loan in the amount of  
25 \$4.8 million in addition to other benefits under the First 100 Settlement. Moreover, as a result  
26 of the entry of the First 100 Judgment, the one-action rule plainly extinguished any security  
27 interest Omni can claim in the Kal-Mor Properties under the Deeds of Trust. Enjoining Omni  
28 from attempting to enforce foreclosure rights that clearly do not exist would not impose any

1 hardship.

2 **E. ANY BOND REQUIRED AS A CONDITION OF INJUNCTIVE RELIEF**  
3 **SHOULD BE MINIMAL.**

4 NRCP 65 requires a party seeking an injunction to post security, as deemed proper by the  
5 court, for actual costs and damages that might be incurred by a party who was "wrongfully  
6 enjoined or restrained." The security provided need not include costs that are not the "actual,  
7 natural, and proximate result" of a wrongful injunction. *Am. Bonding Co. v. Roggen Enterprises*,  
8 109 Nev. 588, 591, 854 P.2d 868, 870 (1993) (citing *Brown v. Jones*, 5 Nev. 374, 377 (1870)  
9 (*disapproved of on other grounds by Sandy Valley Associates v. Sky Ranch Estates Owners*  
10 *Ass'n*, 117 Nev. 948, 35 P.3d 964 (2001))).

11 Omni stands to suffer no actual harm as a result of being enjoined from foreclosing on the  
12 Kal-Mor Properties. As set forth above, Omni's claimed security interests under the Deeds of  
13 Trust have been waived and discharged pursuant to the one-action rule. Moreover, Omni is  
14 already well-protected against any possible loss resulting from the delay of its foreclosure sale by  
15 the \$4.8 million First 100 Judgement.

16 **IV. CONCLUSION**

17 In summary, immediate injunctive relief is necessary to prevent Omni from causing  
18 irreparable harm to Kal-Mor title, rights, and interests in the Kal-Mor Properties as well as Kal-  
19 Mor's business relationships with the tenants that occupy the Kal-Mor Properties. An injunction  
20 preventing Omni from immediately foreclosing under the Deeds of Trust, which are no longer  
21 valid, is necessary to prevent such harm and to preserve the status quo during this litigation.

22 Accordingly, Kal-Mor respectfully request that the Court enter a Temporary Restraining  
23 Order in substantially the same form as Exhibit 28 attached hereto (i) enjoining Omni from  
24 making any further attempt to enforce the Deeds of Trust against any of the Kal-Mor Properties,  
25 (ii) requiring that Omni immediately cancel and rescind the Notice of Sale, and (iii) order that Omni  
26 refrain from contacting or attempting to collect rent from any of the tenants that occupy the Kal-  
27 Mor Properties.

28 Finally, Kal-Mor request that the Court enter an Order to Show Cause requiring that

1 Omni appear and show good cause as to why a preliminary injunction of substantially the same  
2 scope and effect as the Temporary Restraining Order requested herein should not be entered  
3 against it.

4 DATED this 18<sup>th</sup> day of August, 2017.

5 **KOLESAR & LEATHAM**

6 

7  
8 BART K. LARSEN, ESQ.  
9 Nevada Bar No. 8538  
10 ERIC D. WALTHER, ESQ.  
11 Nevada Bar No. 13611  
12 400 South Rampart Boulevard, Suite 400  
13 Las Vegas, Nevada 89145

14 *Attorneys for Plaintiff*  
15 *Kal-Mor-USA, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Kolesar & Leatham, and that on the 18<sup>th</sup> day of August, 2017, I caused to be served a copy of foregoing PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE AND EX-PARTE APPLICATION FOR ORDER SHORTENING TIME in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by that court's facilities to those parties listed on the Court's Master Service List.

  
An Employee of KOLESAR & LEATHAM

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Nevada Bar No. 08538  
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*Attorneys for Plaintiff*  
*Kal-Mor-USA, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

\* \* \*

KAL-MOR-USA, LLC, a Nevada limited  
liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; FIRST 100, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROE ENTITIES I through X, inclusive,

Defendants.

CASE NO. A-17-757061-C

DEPARTMENT NO. 18

**DECLARATION OF GREG DARROCH**

I, Greg Darroch, hereby declare as follows:

1. I am over the age of 18, I have personal knowledge of the matters set forth herein except as to those matters stated on information and belief, which I believe to be true, and I am competent to testify to the matters set forth herein.

2. I am a member and manager of Kal-Mor-USA, LLC ("Kal-Mor"), which is Nevada limited liability company.

3. I am informed and believe that on May 27, 2014, Defendant First 100, LLC ("First 100") and Omni Financial, LLC ("Omni") entered into a Loan Agreement under which Omni agreed to loan up to \$5,000,000 to First 100 (the "Omni Loan").

4. I am informed and believe that the Omni Loan was secured by a Security Agreement dated May 27, 2014 (the "Security Agreement") under which First 100 pledged certain real and personal property as collateral for the Omni Loan.

5. I am informed and believe that, among other things, the collateral purportedly pledged pursuant to the Security Agreement was evidenced by (i) a Deed of Trust dated May 27, 2014 (the "May 2014 Deed of Trust"), (ii) a Deed of Trust dated June 17, 2014 (the "June 2014 Deed of Trust"), and a Deed of Trust dated August 21, 2014 (the "August 2014 Deed of Trust") and together with the May 2014 Deed of Trust and June 2014 Deed of Trust, the "Deeds of Trust").

6. Both individually and through Kal-Mor and other entities, I have been involved in several business transactions with First 100 over the past few years. However, I had no involvement whatsoever in the negotiation, drafting, or execution of the Omni Loan, the Security Agreement, or the Deeds of Trust. Kal-Mor did not receive any proceeds from the Omni Loan and owes no indebtedness to Omni in connection with the Omni Loan or otherwise.

#### **The Purchase of the Kal-Mor Properties**

7. I am informed and believe that, First 100's primary business operations involve the purchase and sale of residential real properties in Clark County, Nevada that are acquired by First 100 through homeowners association foreclosure sales conducted pursuant to the provisions of Chapter 116 of Nevada Revised Statutes.

8. During 2014 and 2015, Kal-Mor purchased several such properties from First 100, including the nine (9) real properties discussed below that are the subject of this action.

*1217 Neva Ranch Avenue, North Las Vegas, Nevada 89081*

1           9.       The real property located at 1217 Neva Ranch Avenue, North Las Vegas, Nevada  
2 and described more particularly as APN 124-26-311-029 (the "Neva Ranch Property") is owned  
3 by Kal-Mor and is located within a common interest community created pursuant to Chapter 116  
4 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions  
5 associated therewith, including membership in the unit-owners' association commonly known as  
6 the Creekside III Homeowners Association (the "Creekside III HOA").

7           10.      I am informed and believe that the Creekside III HOA foreclosed upon a lien for  
8 delinquent assessments levied against the Neva Ranch Property on or about May 4, 2013 and  
9 caused the Nevada Ranch Property to be sold to First 100 for good and valuable consideration.

10          11.      A Foreclosure Deed upon Sale conveying title to the Neva Ranch Property to First  
11 100 was recorded in the official records of the Clark County, Nevada Recorder (the "Official  
12 Records") on May 7, 2013 as instrument number 20130507-0003557. A true and correct copy of  
13 this deed is attached hereto as Exhibit 1.

14          12.      On or about April 6, 2015, First 100 agreed to sell the Neva Ranch Property to  
15 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
16 Deed of Sale conveying title to the Neva Ranch Property to Kal-Mor, which was recorded in the  
17 Official Records on April 9, 2015 as instrument number 20150409-0000740. A true and correct  
18 copy of this deed is attached hereto as Exhibit 2.

19          13.      First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
20 had previously purported to pledge the Neva Ranch Property as collateral for the Omni Loan  
21 under the May 2014 Deed of Trust.

22          14.      To the contrary, at the time of the sale First 100 represented that it was  
23 transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Neva Ranch  
24 Property from the Creekside III HOA under the Foreclosure Deed upon Sale recorded on May 7,  
25 2013.

26          15.      At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
27 Deeds of Trust, that First 100 had purported to pledge the Neva Ranch Property as collateral for  
28 the Omni Loan, or that Omni claimed a security interest in the Neva Ranch Property.



*230 East Flamingo Road, #330, Las Vegas, Nevada 89169*

16. The real property located at 230 East Flamingo Road, #330, Las Vegas, Nevada 89169 and described more particularly as APN 162-16-810-355 (the "East Flamingo Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Meridian Private Residences Homeowners Association (the "Meridian HOA").

17. I am informed and believe that the Meridian HOA foreclosed upon a lien for delinquent assessments levied against the East Flamingo Property on or about July 13, 2013 and caused the East Flamingo Property to be sold to First 100 for good and valuable consideration.

18. A Foreclosure Deed upon Sale conveying title to the East Flamingo Property to First 100 was recorded in the Official Records on July 16, 2013 as instrument number 20130716-0002104. A true and correct copy of this deed is attached hereto as Exhibit 3.

19. On or about April 9, 2015, First 100 agreed to sell the East Flamingo Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the East Flamingo Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000739. A true and correct copy of this deed is attached hereto as Exhibit 4.

20. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the East Flamingo Property as collateral for the Omni Loan under the May 2014 Deed of Trust.

21. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the East Flamingo Property from the Meridian HOA under the Foreclosure Deed upon Sale recorded on July 16, 2013.

22. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the East Flamingo Property as collateral for the Omni Loan, or that Omni claimed a security interest in the East Flamingo Property.

***2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123***

23. The real property located at 2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123 and described more particularly as APN 177-20-813-127 (the "West Gary Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Southgate Condominium Unit-Owners' (the "Southgate HOA").

24. I am informed and believe that the Southgate HOA foreclosed upon a lien for delinquent assessments levied against the West Gary Property on or about May 4, 2013 and caused the West Gary Property to be sold to First 100 for good and valuable consideration.

25. A Foreclosure Deed upon Sale conveying title to the West Gary Property to First 100 was recorded in the Official Records on May 7, 2013 as instrument number 20130507-0003558. A true and correct copy of this deed is attached hereto as Exhibit 5.

26. On or about April 9, 2015, First 100 agreed to sell the West Gary Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the West Gary Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000742. A true and correct copy of this deed is attached hereto as Exhibit 6.

27. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the West Gary Property as collateral for the Omni Loan under the May 2014 Deed of Trust.

28. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the West Gary Property from the Southgate HOA under the Foreclosure Deed upon Sale recorded on May 7, 2013.

29. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the West Gary Property as collateral for the Omni Loan, or that Omni claimed a security interest in the West Gary Property.

***6575 Shining Sand Avenue, Las Vegas, Nevada 89142***

30. The real property located at 6575 Shining Sand Avenue, Las Vegas, Nevada 89142 and described more particularly as APN 161-10-511-072 (the "Shining Sand Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Sahara Sunrise Homeowners Association (the "Sahara HOA").

31. I am informed and believe that the Sahara HOA foreclosed upon a lien for delinquent assessments levied against the Shining Sand Property on or about September 13, 2011 and took title to the Shining Sand Property through a Trustee's Deed upon Sale recorded in the Official Records on September 14, 2011 as instrument number 20110914-0001783. A true and correct copy of this deed is attached hereto as Exhibit 7.

32. I am informed and believe that the Sahara HOA later sold the Shining Sand Property to First 100 for valuable consideration on or about March 18, 2014. A Quitclaim Deed transferring title to the Shining Sand Property to First 100 was recorded in the Official Records on March 18, 2014 as instrument number 20140318-0002205. A true and correct copy of this deed is attached hereto as Exhibit 8.

33. On or about April 10, 2015, First 100 agreed to sell the Shining Sand Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Shining Sand Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002986. A true and correct copy of this deed is attached hereto as Exhibit 9.

34. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the Shining Sand Property as collateral for the Omni Loan under the May 2014 Deed of Trust.

1 35. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
2 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Shining  
3 Sand Property from the Sahara HIOA under the Quitclaim Deed recorded on March 18, 2014.

4 36. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
5 Deeds of Trust, that First 100 had purported to pledge the Shining Sand Property as collateral for  
6 the Omni Loan, or that Omni claimed a security interest in the Shining Sand Property.

7 ***4921 Indian River Drive, #112, Las Vegas, Nevada 89103***

8 37. The real property located at 4921 Indian River Drive, #112, Las Vegas, Nevada  
9 89103 and described more particularly as APN 163-24-612-588 (the "4921 Indian River  
10 Property") is owned by Kal-Mor and is located within a common interest community created  
11 pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants,  
12 conditions, and restrictions associated therewith, including membership in the unit-owners'  
13 association commonly known as the Bella Vita Homeowners Association (the "Bella Vita  
14 HOA").

15 38. I am informed and believe that the Bella Vita HOA foreclosed upon a lien for  
16 delinquent assessments levied against the 4921 Indian River Property on or about July 10, 2013  
17 and caused the 4921 Indian River Property to be sold to First 100 for good and valuable  
18 consideration.

19 39. A Deed of Sale conveying title to the 4921 Indian River Property to First 100 was  
20 recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002749. A  
21 true and correct copy of this deed is attached hereto as Exhibit 10.

22 40. On or about April 10, 2015, First 100 agreed to sell the 4921 Indian River  
23 Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100  
24 executed a Deed of Sale conveying title to the 4921 Indian River Property to Kal-Mor, which  
25 was recorded in the Official Records on April 13, 2015 as instrument number 20150413-  
26 0002987. A true and correct copy of this deed is attached hereto as Exhibit 11.

1 41. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
2 had previously purported to pledge the 4921 Indian River Property as collateral for the Omni  
3 Loan under the June 2014 Deed of Trust.

4 42. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
5 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 4921  
6 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16,  
7 2014.

8 43. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
9 Deeds of Trust, that First 100 had purported to pledge the 4921 Indian River Property as  
10 collateral for the Omni Loan, or that Omni claimed a security interest in the 4921 Indian River  
11 Property.

12 *5009 Indian River Drive, #155, Las Vegas, Nevada 89103*

13 44. The real property located at 5009 Indian River Drive, #155, Las Vegas, Nevada  
14 89103 and described more particularly as APN 163-24-612-639 (the "5009 Indian River  
15 Property") is owned by Kal-Mor and is located within a common interest community created  
16 pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants,  
17 conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.

18 45. I am informed and believe that the Bella Vita HOA foreclosed upon a lien for  
19 delinquent assessments levied against the 5009 Indian River Property on or about January 21,  
20 2014 and took title to the 5009 Indian River Property through a Foreclosure Deed recorded in the  
21 Official Records on January 23, 2014 as instrument number 20140123-0002773. A true and  
22 correct copy of this deed is attached hereto as Exhibit 12.

23 46. I am informed and believe that the Bella Vita HOA later sold the 5009 Indian  
24 River Property to First 100 for good and valuable consideration on or about July 10, 2014. A  
25 Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the  
26 Official Records on July 16, 2014 as instrument number 20140716-0002750. A true and correct  
27 copy of this deed is attached hereto as Exhibit 13.

28

1           47. On or about April 10, 2015, First 100 agreed to sell the 5009 Indian River  
2 Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100  
3 executed a Deed of Sale conveying title to the 5009 Indian River Property to Kal-Mor, which  
4 was recorded in the Official Records on April 13, 2015 as instrument number 20150413-  
5 0002988. A true and correct copy of this deed is attached hereto as Exhibit 14.

6           48. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
7 had previously purported to pledge the 5009 Indian River Property as collateral for the Omni  
8 Loan under the June 2014 Deed of Trust.

9           49. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
10 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 5009  
11 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16,  
12 2014.

13           50. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
14 Deeds of Trust, that First 100 had purported to pledge the 5009 Indian River Property as  
15 collateral for the Omni Loan, or that Omni claimed a security interest in the 5009 Indian River  
16 Property.

17                           ***5295 Indian River Drive, #314, Las Vegas, Nevada 89103***

18           51. The real property located at 5295 Indian River Drive, #314, Las Vegas, Nevada  
19 89103 and described more particularly as APN 163-24-612-798 (the "5295 Indian River  
20 Property") is owned by Kal-Mor and is located within a common interest community created  
21 pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants,  
22 conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.

23           52. I am informed and believe that the Bella Vita HOA foreclosed upon a lien for  
24 delinquent assessments levied against the 5295 Indian River Property on or about December 26,  
25 2013 and took title to the 5295 Indian River Property through a Foreclosure Deed recorded in the  
26 Official Records on December 30, 2013 as instrument number 20131230-0000172. A true and  
27 correct copy of this deed is attached hereto as Exhibit 15.

28

53. I am informed and believe that the Bella Vita HOA later sold the 5295 Indian River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002747. A true and correct copy of this deed is attached hereto as Exhibit 16.

54. On or about April 10, 2015, First 100 agreed to sell the 5295 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 5295 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002990. A true and correct copy of this deed is attached hereto as Exhibit 17.

55. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the 5295 Indian River Property as collateral for the Omni Loan under the June 2014 Deed of Trust.

56. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 5295 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16, 2014.

57. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the 5295 Indian River Property as collateral for the Omni Loan, or that Omni claimed a security interest in the 5295 Indian River Property.

***4400 Sandy River Drive, #16, Las Vegas, Nevada 89103 (APN 163-24-612-500)***

58. The real property located at 4400 Sandy River Drive #16, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-500 (the "Sandy River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.

59. I am informed and believe that the Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the Sandy River Property on or about January 21, 2014 and took title to the Sandy River Property through a Foreclosure Deed recorded in the Official Records on January 23, 2014 as instrument number 20140123-0002775. A true and correct copy of this deed is attached hereto as Exhibit 18.

60. I am informed and believe that the Bella Vita HOA later sold the Sandy River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the Sandy River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002748. A true and correct copy of this deed is attached hereto as Exhibit 19.

61. On or about April 10, 2015, First 100 agreed to sell the Sandy River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Sandy River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002988. A true and correct copy of this deed is attached hereto as Exhibit 20.

62. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the Sandy River Property as collateral for the Omni Loan under the June 2014 Deed of Trust.

63. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Sandy River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16, 2014.

64. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the Sandy River Property as collateral for the Omni Loan, or that Omni claimed a security interest in the Sandy River Property.

***5782 Camino Ramon Avenue, Las Vegas, Nevada 89156 (APN 140-21-611-018)***

65. The real property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156 and described more particularly as APN 140-21-611-018 (the "Camino Ramon Property") and together with the Neva Ranch Property, the East Flamingo Property, the West Gary



1 Property, the Shining Sand Property, the 4921 Indian River Property, the 5009 Indian River  
2 Property, the 5295 Indian River Property, and the Sandy River Property, the "Kal-Mor  
3 Properties") is owned by Kal-Mor and is located within a common interest community created  
4 pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants,  
5 conditions, and restrictions associated therewith, including membership in the unit-owners'  
6 association commonly known as the Tierra Mesa Homeowners Association (the "Tierra Mesa  
7 HOA").

8 66. I am informed and believe that the Tierra Mesa HOA foreclosed upon a lien for  
9 delinquent assessments levied against the Camino Ramon Property on or about October 27, 2010  
10 and took title to the Camino Ramon Property through a Trustee's Deed upon Sale recorded in the  
11 Official Records on December 3, 2010 as instrument number 20101203-0002111. A true and  
12 correct copy of this deed is attached hereto as Exhibit 21.

13 67. I am informed and believe that the Tierra Mesa HOA later sold the Camino  
14 Ramon Property to First 100 for good and valuable consideration on or about August 8, 2014. A  
15 Quitclaim Deed transferring title to the Camino Ramon Property to First 100 was recorded in the  
16 Official Records on August 11, 2014 as instrument number 20140811-0000974. A true and  
17 correct copy of this deed is attached hereto as Exhibit 22.

18 68. On or about April 6, 2015, First 100 agreed to sell the Camino Ramon Property to  
19 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
20 Deed of Sale conveying title to the Camino Ramon Property to Kal-Mor, which was recorded in  
21 the Official Records on April 9, 2015 as instrument number 20150409-0000741. A true and  
22 correct copy of this deed is attached hereto as Exhibit 23.

23 69. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
24 had previously purported to pledge the Camino Ramon Property as collateral for the Omni Loan  
25 under the August 2014 Deed of Trust.

26 70. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
27 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Camino  
28

1 Ramon Property from the Tierra Mesa HOA under the Quitclaim Deed recorded on August 11,  
2 2014

3 71. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
4 Deeds of Trust, that First 100 had purported to pledge the Camino Ramon Property as collateral  
5 for the Omni Loan, or that Omni claimed a security interest in the Camino Ramon Property.

6 **The First 100 Action**

7 72. I am informed and believe that in 2015 First 100 fell delinquent in its payment  
8 obligations under Omni Loan. As a result, on January 8, 2016, Omni issued a Notification of  
9 Disposition of Collateral in which it identified the personal property Omni believed to be subject  
10 to its security interest and scheduled a sale of the collateral to take in accordance with NRS  
11 Chapter 104 on January 21, 2016 (the "UCC Sale").

12 73. On January 15, 2016, First 100 filed a complaint in the Eighth Judicial District  
13 Court in Clark County, Nevada (Case No. A-16-730374-C) (the "First 100 Action") in which it  
14 asserted various claims against Omni and sought an injunction to prevent Omni from proceeding  
15 with the UCC Sale. On January 18, 2016, Omni removed the First 100 Action to the United  
16 States District Court for the District of Nevada (the "District Court") (Case No. 2:16-cv-00099).

17 74. After several months of litigation in the First 100 Action, Omni completed the  
18 UCC Sale on May 25, 2016 and purchased certain First 100 personal property that had been  
19 pledged as collateral for the Omni Loan through a successful credit bid.

20 75. I am informed and believe that the value of the First 100 personal property  
21 purchased by Omni through the UCC Sale far exceeded the outstanding balance of the Omni  
22 Loan claimed due and owing at that time.

23 76. Various disputes subsequently arose between First 100 and Omni as to, among  
24 other things, the outstanding balance of the Omni Loan, the reasonableness of the UCC Sale, the  
25 value of the personal property purchase by Omni through the UCC Sale, and First 100's liability  
26 for the remaining balance of the Omni Loan.

27 77. After several additional months of litigation in the First 100 Action, Omni and  
28 First 100 reached an agreement to resolve their various disputes and entered into a written

1 settlement agreement (the "First 100 Settlement"). A true and correct copy of the First 100  
2 Settlement is attached hereto as Exhibit 27.

3 78. Under the First 100 Settlement, First 100 and Omni released all claims related to  
4 the First 100 Action and First 100's default and breach of its obligations under the Omni loan,  
5 reserving only the rights of the parties to enforce the First 100 Settlement.

6 79. In connection with the First 100 Settlement, the District Court entered a  
7 Stipulated Judgment on February 16, 2017 in the First 100 Action through which it entered final  
8 judgment in favor of Omni and against First 100 in the amount of \$4.8 million for the remaining  
9 balance of the Omni Loan (the "First 100 Judgment") and dismissed all claims, counterclaims,  
10 and third-party claims asserted in the First 100 Action with prejudice, reserving only the rights of  
11 the parties to enforce the First 100 Settlement. A true and correct copy of the First 100 Judgment  
12 is attached hereto as Exhibit 24.

13 **Omni's Attempts to Enforce the Deeds of Trust**

14 80. Kal-Mor maintains and operates the Kal-Mor Properties as residential rental  
15 properties.

16 81. Kal-Mor is paying property taxes, HOA assessments, and other charges that could  
17 become liens against the Kal-Mor Properties.

18 82. Beginning on or about September 29, 2016, Omni began making demands upon  
19 tenants occupying the Kal-Mor Properties for payment of rent Omni claimed to be entitled to  
20 collect pursuant to various assignments of rents contained within the Deeds of Trust. A true and  
21 correct copy one such demand is attached hereto as Exhibit 25.

22 83. Notwithstanding the subsequent entry of the First 100 Judgment, Omni continues  
23 to make demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni  
24 claims to be entitled to collect pursuant to various assignments of rents contained within the  
25 Deeds of Trust.

26 84. Upon information and belief, Omni has collected in excess of \$5,000 in rent  
27 rightfully owed to Kal-Mor from tenants occupying the Kal-Mor Properties.  
28

1 85. On May 15, 2017, Omni caused a Notice of Breach and Election to Sell under  
2 Deeds of Trust (the "Notice of Default") to be recorded in the Official Records against the Kal-  
3 Mor Properties as instrument number 20140515-0000474. A true and correct copy of the Notice  
4 of Default is attached hereto as Exhibit 26.

5 86. Under the Notice of Default, Omni claims to be legally entitled to cause the Kal-  
6 Mor Properties to be sold through non-judicial foreclosure pursuant to the Deeds of Trust to  
7 satisfy the outstanding balance of the Omni Loan.

8 87. I am informed and believe that Omni intends to cause the Kal-Mor Properties to  
9 be sold through non-judicial foreclosure sales pursuant to the Deeds of Trust and to retain the  
10 proceeds and benefits of such sales.

11  
12 I declare under penalty of perjury of the laws of the United States of America that the  
13 foregoing is true and correct.

14 Dated this 15 day of August, 2017.

15  
16   
17 GREG DARROCH  
18  
19  
20  
21  
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23  
24  
25  
26  
27  
28

# **EXHIBIT 1**

APN: 124-26-311-029

Return document and mail tax statements to:

First 100, LLC  
10620 Southern Highlands Pkwy, Ste. 110-485  
Las Vegas NV 89141

Inst #: 201305070003557  
Fees: \$17.00 N/C Fee: \$0.00  
RPTT: \$660.45 Ex: #  
06/07/2013 02:34:26 PM  
Receipt #: 1606566  
Requestor:  
UNITED LEGAL SERVICES INC.  
Recorded By: MSH Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### FORECLOSURE DEED UPON SALE

Foreclosing lienholder **CREEKSIDE III HOMEOWNERS ASSOCIATION**, under power of sale pursuant to NRS Chapter 116, does hereby sell, without warranty, expressed or implied, to:

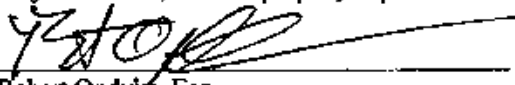
**FIRST 100, LLC**

the real property situated in Clark County, Nevada legally described as:

Lot 29, Block 1 of JAYCOX UNIT 1, as shown by Map thereof on File in Book 115 of Plats, Page 17, in the Office of the County Recorder of Clark County, Nevada.

and commonly known as 1217 NEVA RANCH AVE, NORTH LAS VEGAS NV 89081.

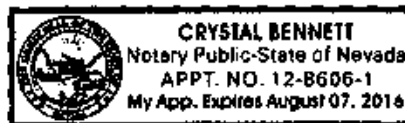
This conveyance is made pursuant to the powers conferred upon Agent by NRS Chapter 116, the foreclosing Association's governing documents (CC&R's), and the notice of the Lien for Delinquent Assessments, recorded on April 30, 2010 as instrument 201004300002958 in the Official Records of the Recorder of Clark County, Nevada. Default occurred as set forth in the Notice of Default and Election to Sell, recorded on June 2, 2010 as instrument 201006020001972 in the Official Records of the Recorder of Clark County, Nevada. All requirements of law have been complied with, including, but not limited to, the elapsing of the 90 days, the mailing of copies of the notice of Lien of Delinquent Assessment, and Notice of Default, and the mailing, posting, and publication of the Notice of Foreclosure Sale. Agent, in compliance with the Notice of Foreclosure Sale and in exercise of its power under NRS § 116.31164, sold the property at public auction on May 4, 2013.

By:   
Robert Opdyke, Esq.  
United Legal Services Inc.  
*As authorized agent for, and on behalf of, foreclosing Association*

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me  
on May 7, 2013, by: Robert Opdyke.

  
NOTARY PUBLIC



JA000074

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 124-26-311-029  
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  
Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY

Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ 129,500.00

b. Deed in Lieu of Foreclosure Only (value of property) \_\_\_\_\_

c. Transfer Tax Value:

\$ 129,500.00

d. Real Property Transfer Tax Due

\$ 660.45

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: Seller's Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: United Legal Services Inc.\*

Address: 9484 S. Eastern Ave. #163

City: Las Vegas

State: NV Zip: 89123

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: First 100, LLC

Address: 10620 Southern Highland 110-485

City: Las Vegas

State: NV Zip: 89141

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

Print Name: United Legal Services Inc.

Escrow # \_\_\_\_\_

Address: 9484 S. Eastern Ave. #163

City: Las Vegas

State: NV

Zip: 89123

\*As agent for Creekside III Homeowners Association  
AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000075

## **EXHIBIT 2**



② - 1

Inet #: 20150409-0000740

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$916.45 Ex: #

04/09/2015 09:16:12 AM

Receipt #: 2379093

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN 124-26-311-029

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

### DEED OF SALE

THIS INDENTURE WITNESSETH: that first party

**FIRST 100, LLC**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

**KAL-MOR-USA, LLC**


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

Lot 29, Block 1 of JAYCOX UNIT 1, as shown Map thereof on File in Book 115 of Plats, Page 17, in the Office of the County Recorder of Clark County, Nevada

and commonly known as 1217 Neva Ranch, North Las Vegas, Nevada 89081.

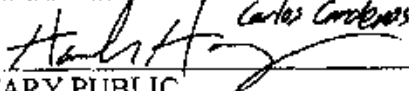
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 6, 2015,

By:   
NOTARY PUBLIC



JA000077

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 124-26-311-029  
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  
Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ ~~62,441.00~~ 179,199 HH

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value:

\$ ~~62,441.00~~ 179,199 HH

d. Real Property Transfer Tax Due

\$ ~~262.75~~ 915.45 HH

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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100 LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: Kal-Mor-USA, LLC  
Address: 576 Middleton Way  
City: Coldstream, BC V1B3W8  
State: Canada Zip: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000078

# **EXHIBIT 3**

Inet #: 201307160002104  
Fees: \$18.00 M/C Fee: \$0.00  
RPTT: \$617.10 Ex: #  
07/16/2013 01:29:14 PM  
Receipt #: 1894094  
Requestor:  
UNITED LEGAL SERVICES INC.  
Recorded By: MSH Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 162-16-810-355

Return document and mail tax statements to:

First 100, LLC  
10620 Southern Highlands Pkwy, Ste. 110-485  
Las Vegas NV 89141

### FORECLOSURE DEED UPON SALE

Foreclosing lienholder **MERIDIAN PRIVATE RESIDENCES HOMEOWNERS ASSOCIATION**, under power of sale pursuant to NRS Chapter 116, does hereby sell, without warranty, expressed or implied, to:


#### FIRST 100, LLC

the real property situated in Clark County, Nevada legally described as:

*SEE EXHIBIT A ATTACHED FOR LEGAL DESCRIPTION*

and commonly known as 230 E FLAMINGO RD #330, LAS VEGAS NV 89169.

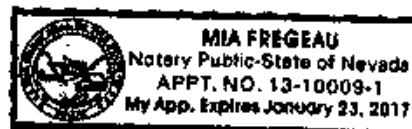
This conveyance is made pursuant to the powers conferred upon Agent by NRS Chapter 116, the foreclosing Association's governing documents (CC&R's), and the notice of the Lien for Delinquent Assessments, recorded on March 17, 2010 as instrument 201003170001067 in the Official Records of the Recorder of Clark County, Nevada. Default occurred as set forth in the Notice of Default and Election to Sell, recorded on May 10, 2010 as instrument 201005100001225 in the Official Records of the Recorder of Clark County, Nevada. All requirements of law have been complied with, including, but not limited to, the elapsing of the 90 days, the mailing of copies of the notice of Lien of Delinquent Assessment, and Notice of Default, and the mailing, posting, and publication of the Notice of Foreclosure Sale. Agent, in compliance with the Notice of Foreclosure Sale and in exercise of its power under NRS § 116.31164, sold the property at public auction on July 13, 2013.

By:   
Robert Opdyke, Esq.  
United Legal Services Inc.  
*As authorized agent for, and on behalf of, foreclosing Association*

STATE OF NEVADA       )  
COUNTY OF CLARK     )

This instrument was acknowledged before me  
on July 15, 2013, by: Robert Opdyke.

  
NOTARY PUBLIC



JA000080

**EXHIBIT A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

**PARCEL I:**

UNIT 308 ("UNIT") IN BUILDING 3 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 01551 IN BOOK 20050601, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 162-16-810-355  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ 121,000.00

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value:

\$ 121,000.00

d. Real Property Transfer Tax Due

\$ 617.10

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  Capacity: Seller's Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: United Legal Services Inc.\*

Address: 9484 S. Eastern Ave. #163

City: Las Vegas

State: NV

Zip: 89123

*\*As agent for Henderson Private Residences Homeowners Association.*

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

Print Name: United Legal Services Inc.

Address: 9484 S. Eastern Ave. #163

City: Las Vegas

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

Print Name: First 100, LLC

Address: 10620 Southern Highland 110-485

City: Las Vegas

State: NV

Zip: 89141

Escrow # \_\_\_\_\_

State: NV

Zip: 89123

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000082

# **EXHIBIT 4**

3-1

Inet #: 20150409-0000739

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$425.85 Ex: #

04/09/2016 09:16:12 AM

Receipt #: 2379093

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN 162-16-810-355

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

### DEED OF SALE

THIS INDENTURE WITNESSETH: that first party

#### FIRST 100, LLC

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

#### KAL-MOR-USA, LLC


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

*SEE EXHIBIT "A" ATTACHED*

and commonly known as 230 East Flamingo Road #330 Las Vegas, Nevada 89169.


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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

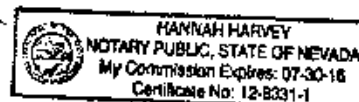
By:   
Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 1, 2015,

By: 

NOTARY PUBLIC



JA000084



**EXHIBIT A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

**PARCEL I:**

UNIT 308 ("UNIT") IN BUILDING 3 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 01551 IN BOOK 20050601, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 162-16-810-355  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

~~\$ 24,943.00~~ 83,097 HA

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )

c. Transfer Tax Value: ~~\$ 24,943.00~~ 83,097 HA

d. Real Property Transfer Tax Due ~~\$ 422.50~~ 423.85 HA

**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**

**(REQUIRED)**

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89141

**BUYER (GRANTEE) INFORMATION**

**(REQUIRED)**

Print Name: KAL-MOR-USA, LLC  
Address: 575 Middleton Way  
City: Coldstream, BC  
State: Canada Zip: BCV1B3W8

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000086

# **EXHIBIT 5**

Inst #: 201305070003558  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$408.00 Ex: #  
05/07/2013 02:34:26 PM  
Receipt #: 1605556  
Requestor:  
UNITED LEGAL SERVICES INC.  
Recorded By: MSH Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 177-20-813-127

Return document and mail tax statements to:

First 100, LLC  
10620 Southern Highlands Pkwy, Ste. 110-485  
Las Vegas NV 89141

### FORECLOSURE DEED UPON SALE

Foreclosing lienholder **SOUTHGATE CONDOMINIUM UNIT-OWNERS' ASSOCIATION**, under power of sale pursuant to NRS Chapter 116, does hereby sell, without warranty, expressed or implied, to:

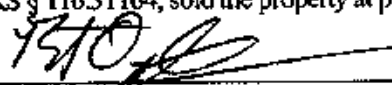
**FIRST 100, LLC**

the real property situated in Clark County, Nevada legally described as:

*SEE EXHIBIT A ATTACHED FOR LEGAL DESCRIPTION*

and commonly known as 2615 W GARY AVE #1065, LAS VEGAS NV 89123.

This conveyance is made pursuant to the powers conferred upon Agent by NRS Chapter 116, the foreclosing Association's governing documents (CC&R's), and the notice of the Lien for Delinquent Assessments, recorded on December 6, 2010 as instrument 201012060002715 in the Official Records of the Recorder of Clark County, Nevada. Default occurred as set forth in the Notice of Default and Election to Sell, recorded on January 14, 2011 as instrument 201101140001433 in the Official Records of the Recorder of Clark County, Nevada. All requirements of law have been complied with, including, but not limited to, the elapsing of the 90 days, the mailing of copies of the notice of Lien of Delinquent Assessment, and Notice of Default, and the mailing, posting, and publication of the Notice of Foreclosure Sale. Agent, in compliance with the Notice of Foreclosure Sale and in exercise of its power under NRS § 116.31164, sold the property at public auction on May 4, 2013.

By:   
Robert Opdyke, Esq.  
United Legal Services Inc.  
*As authorized agent for, and on behalf of, foreclosing Association*

STATE OF NEVADA           )  
COUNTY OF CLARK        )



This instrument was acknowledged before me  
on May 7th, 2013, by: Robert Opdyke.

  
NOTARY PUBLIC

JA000088

## **EXHIBIT A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

### **PARCEL ONE (1) - UNIT:**

LIVING UNIT 1065 IN BUILDING 17, AS SHOWN ON THE FINAL MAP OF ST. JAMES PLACE, A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 128 OF PLATS, PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

### **PARCEL TWO (2) - COMMON ELEMENTS:**

AN UNDIVIDED 1/180TH INTEREST AS TENANT IN COMMON IN THE COMMON ELEMENTS AS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHGATE CONDOMINIUMS RECORDED JANUARY 10, 2006 IN BOOK 20060110 AS DOCUMENT NO. 03501 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM ALL UNITS AS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM FOR THE BENEFIT OF OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN AND TO THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

### **PARCEL THREE (3) - LIMITED COMMON ELEMENTS:**

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS DEFINED AND DESCRIBED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

### **PARCEL FOUR (4) - APPURTENANT EASEMENTS:**

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENT IS APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) DESCRIBED ABOVE.

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 177-20-813-127  
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  
Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ 80,000.00

b. Deed in Lieu of Foreclosure Only (value of property) (\_\_\_\_\_)

c. Transfer Tax Value:

\$ 80,000.00

d. Real Property Transfer Tax Due

\$ 408.00

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 \_\_\_\_\_

Capacity: Seller's Agent

Signature \_\_\_\_\_

Capacity: \_\_\_\_\_

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

Print Name: United Legal Services Inc. \*

Address: 9484 S. Eastern Ave. #163

City: Las Vegas

State: NV

Zip: 89123

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

Print Name: First 100, LLC

Address: 10620 Southern Highland 110-485

City: Las Vegas

State: NV

Zip: 89141

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

Print Name: United Legal Services Inc.

Escrow # \_\_\_\_\_

Address: 9484 S. Eastern Ave. #163

City: Las Vegas

State: NV

Zip: 89123

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

\*As agent for Southern Nevada Condominium Unit-Owners' Association.

JA000090

# **EXHIBIT 6**

3 - 1

Inst #: 20150409-0000742

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$458.45 Ex: #

04/09/2015 09:16:12 AM

Receipt #: 2379093

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN 177-20-813-127

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

### DEED OF SALE

THIS INDENTURE WITNESSETH: that first party

#### FIRST 100, LLC

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

#### KAL-MOR-USA, LLC


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

*SEE EXHIBIT "A" ATTACHED*

and commonly known as 2615 West Gary Ave #1065, Las Vegas, Nevada 89123.

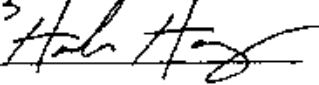
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 9, 2015,

By:   
NOTARY PUBLIC



JA000092



## **EXHIBIT A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

### **PARCEL ONE (1) - UNIT:**

LIVING UNIT 1065 IN BUILDING 17, AS SHOWN ON THE FINAL MAP OF ST. JAMES PLACE, A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 128 OF PLATS, PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

### **PARCEL TWO (2) - COMMON ELEMENTS:**

AN UNDIVIDED 1/180TH INTEREST AS TENANT IN COMMON IN THE COMMON ELEMENTS AS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHGATE CONDOMINIUMS RECORDED JANUARY 10, 2006 IN BOOK 20060110 AS DOCUMENT NO. 03501 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM ALL UNITS AS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM FOR THE BENEFIT OF OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN AND TO THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

### **PARCEL THREE (3) - LIMITED COMMON ELEMENTS:**

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS DEFINED AND DESCRIBED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

### **PARCEL FOUR (4) - APPURTENANT EASEMENTS:**

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENT IS APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) DESCRIBED ABOVE.

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 177-20-813-127  
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  
Other \_\_\_\_\_

|                                 |             |
|---------------------------------|-------------|
| FOR RECORDERS OPTIONAL USE ONLY |             |
| Book _____                      | Page: _____ |
| Date of Recording: _____        |             |
| Notes: _____                    |             |

3. a. Total Value/Sales Price of Property

\$ ~~27,840.00~~ 89,323 AA

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value: \$ ~~27,840.00~~ 89,323 AA

d. Real Property Transfer Tax Due \$ ~~142.60~~ 436.95 AA

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 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 C. C. Capacity: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: KAL-MOR-USA, LLC  
Address: 576 Middleton Way  
City: Coldstream, BC  
State: Canada Zip: BCV1B3W8

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000094

# **EXHIBIT 7**

Inst#: 201109140001783

Fees: \$16.00 N/C Fee: \$25.00

RPTT: \$30.60 Ex: #

09/14/2011 12:13:54 PM

Receipt #: 912659

Requestor:

CAMCO

Recorded By: SUO Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 161-10-511-072

WHEN RECORDED MAIL DEED AND  
TAX STATEMENTS TO:

Sahara Sunrise HOA  
PO Box 12117  
Las Vegas NV 89112

Title No. A1685  
Account NO. 55372  
TS No. 0119110-A-14-A

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TRUSTEE'S DEED UPON SALE**

The undersigned declares:

- |    |   |             |
|----|---|-------------|
| 1) | The grantee herein <b>WAS</b> the foreclosing beneficiary |             |
| 2) | The amount of the unpaid debt together with costs was     | \$ 5,600.00 |
| 3) | The amount paid by the grantee at the trustee sale was    | \$ 5,600.00 |
| 4) | The documentary transfer tax is                           | \$ 30.60    |
| 5) | City Judicial District of LAS VEGAS                       |             |

And **Absolute Collection Services, LLC.**, as the duly appointed Trustee under the Notice of Delinquent Assessment hereinafter described, does hereby **GRANT** and **CONVEY**, but without warranty, express or implied, to: **Sahara Sunrise HOA, PO Box 12117, Las Vegas NV 89112**

(herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of CLARK, State of NEVADA, described as follows:

**6575 Shining Sand Ave., Las Vegas NV 89142**

Legal Description-shown on the Subdivision map recorded in Book No. **91** Page(s) **12**, Lot **72**, Block **1** Inclusive, of Maps of the Country of Clark, State of Nevada; See Exhibit A Attached

AGENT STATES THAT:

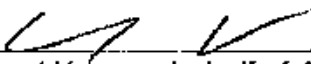
This conveyance is made pursuant to the powers granted to **SAHARA SUNRISE HOA** and conferred upon appointed trustee by the provisions of the Nevada Revised Statutes, the **SAHARA SUNRISE HOA** governing documents (CC&R's) recorded as instrument number **01122** Book **20000322** on **MARCH 22, 2000** and that certain Notice

JA000096

of Delinquent Assessment Lien recorded on **SEPTEMBER 30, 2010** instrument number **0002360** Book **20100930** Official Records of CLARK County; and pursuant to NRS 117.070 et Seq. or NRS 116.3115 et Seq and NRS 116.3116 through 116.31168 et Seq. The name of the owner(s) of the property (trustor) was: **LORI MARKS**

Default occurred as set forth in a Notice of Default and Election to Sell, recorded on **JANUARY 19, 2011** as instrument **0000114** Book **20110119** which was recorded in the office of the recorder of said county. Absolute Collection Services, LLC. Has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of **SAHARA SUNRISE HOA** at public auction on **SEPTEMBER 13, 2011** at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid **\$5,600.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: September 14, 2011

  
By Richard Kaye on behalf of Absolute Collection Services

STATE OF NEVADA     )  
COUNTY OF CLARK    )

On 9/14/11 before me, Kelly Mitchell, personally appeared Richard Kaye personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

  
Kelly Mitchell, Notary Public



JA000097

**EXHIBIT "A"**

**THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK, CITY OF LAS VEGAS, AND DESCRIBED AS FOLLOWS:**

**PARCEL I:**

**LOT SEVENTY-TWO (72) IN BLOCK ONE (1) OF SAHARA SUNRISE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 91 OF PLATS, PAGE 12 IN BOOK 990830 AS DOCUMENT NO. 01564, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**

**PARCEL II:**

**A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THOSE AREAS DELINEATED AS "PRIVATE STREETS" AND "COMMON ELEMENTS" ON THE ABOVE REFERENCED PLAT, AND DEFINED AS "ASSOCIATION PROPERTY" IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAHARA SUNRISE RECORDED MARCH 22, 2000 IN BOOK 20000322 AS DOCUMENT NO. 01122, OFFICIAL RECORDS.**

**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a. 161-10-511-072  
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  
☐ Other \_\_\_\_\_

**FOR RECORDER'S OPTIONAL USE ONLY**

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3. a. Total Value/Sales Price of Property \$ 5,600.00  
b. Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )  
c. Transfer Tax Value: \$ 5,600.00  
d. Real Property Transfer Tax Due \$ \$30.60

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: Keely Mitchell

Capacity: Grantee

Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

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

Print Name: Absolute Collection Services LLC ☒  
Address: PO Box 12117  
City: Las Vegas  
State: NV Zip: 89112

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

Print Name: Sahara Sunrise HOA  
Address: PO Box 12117  
City: Las Vegas  
State: NV Zip: 89112

**COMPANY REQUESTING RECORDING**

Print Name: CAMCO  
Address: PO Box 12117  
City: Las Vegas

Escrow #: N/A-foreclosure

State: NV Zip: 89112

As a public record this form may be recorded/microfilmed

JA000099

# **EXHIBIT 8**



Inet #: 20140318-0002205  
Fees: \$19.00 N/C Fee: \$25.00  
RPTT: \$517.65 Ex: #  
03/18/2014 03:03:10 PM  
Receipt #: 1984661  
Requestor:  
ABSOLUTE COLLECTION SERVICE  
Recorded By: SUO Pgs: 4  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 161-10-511-072

WHEN RECORDED MAIL DEED AND  
TAX STATEMENTS TO:

First 100 LLC  
10620 Southern Highlands Pkwy Ste 110-508  
Las Vegas, NV 89141

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED**

THIS QUITCLAIM DEED made on **March 18, 2014**, between **Sahara Sunrise HOA**,  
c/o **CAMCO** PO Box 12117, Las Vegas, NV 89112 and **First 100 LLC**, 10620  
Southern Highlands Pkwy Ste 110-508, Las Vegas, NV 89141

That for and in the consideration of the sum of TWELVE THOUSAND ONE  
HUNDRED SIXTY-EIGHT DOLLARS AND 94/100 CENTS (\$12,168.94) the receipt  
of which is hereby acknowledged, **Sahara Sunrise HOA** does hereby  
release, remise and forever quitclaim unto **First 100 LLC** all of his interest, if any, in  
that certain real property commonly known as:

**6575 Shining Sand Ave., Las Vegas, NV 89142**

Legally described as follows:

Lot 72, Block 1 as per map recorded in Plat Book 91, Page 12, as shown in the  
Office of the County Recorder of Clark County Nevada

Together with all the tenements, hereditaments, and appurtenances thereunto  
belonging, and the reversions, remainders, rents, issues, and profits thereof. To  
have and to hold, all and singular the premises, with the  
appurtenances, unto **First 100 LLC** and his/her heirs and assigns forever.

JA000101

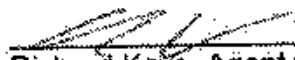
In witness whereof, **Sahara Sunrise HOA** has hereunto this 18th day of March and 2014 as set forth above.

State of Nevada )ss

County of Clark )ss

I, Richard Kaye , being first duly sworn, deposes and says:

That I am the authorized representative of **Sahara Sunrise HOA** in the above-entitled action; that I have read the foregoing and know the contents thereof, and that the same is true of my knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.

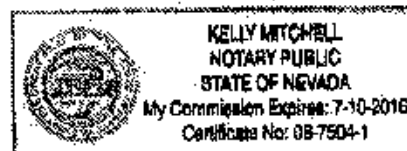
  
Richard Kaye, Agent for Sahara Sunrise HOA

Subscribed and sworn to before me this 18th DAY OF March, 2014.

  
Kelly Mitchell, Notary Public

My Commission Expires: 7/10/16

Certificate No: 08-7504-1



**EXHIBIT "A"**

**THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK, CITY OF LAS VEGAS, AND DESCRIBED AS FOLLOWS:**

**PARCEL I:**

**LOT SEVENTY-TWO (72) IN BLOCK ONE (1) OF SAHARA SUNRISE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 91 OF PLATS, PAGE 12 IN BOOK 890830 AS DOCUMENT NO. 01684, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**

**PARCEL II:**

**A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THOSE AREAS DELINEATED AS "PRIVATE STREETS" AND "COMMON ELEMENTS" ON THE ABOVE REFERENCED PLAT, AND DEFINED AS "ASSOCIATION PROPERTY" IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAHARA SUNRISE RECORDED MARCH 22, 2000 IN BOOK 20000322 AS DOCUMENT NO. 01122, OFFICIAL RECORDS.**

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 161-10-511-072  
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

\$ 12,168.04

b. Deed in Lieu of Foreclosure Only (value of property)

c. Transfer Tax Value:

\$ 101,423.00

d. Real Property Transfer Tax Due

\$ 517.65

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 Heley Mitchell Capacity: Grantor

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: Sahara Sunrise HOA  
Address: PO Box 12117  
City: Las Vegas  
State: NV Zip: 89112

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

Print Name: First 100 LLC  
Address: 10620 Southern Highlands Pkwy 110-508  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: Absolute Collection Service Escrow # 111A-foreclosure  
Address: 6440 Ely Point Dr 140-150  
City: Las Vegas State: NV Zip: 89131

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000104

# **EXHIBIT 9**

(2) - 1

APN 161-10-511-072

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inst #: 20150413-0002986  
Fees: \$17.00 N/C Fee: \$0.00  
RPTT: \$716.55 Ex: #  
04/13/2016 03:17:58 PM  
Receipt #: 2383139  
Requestor:  
FIRST 100 LLC  
Recorded By: SHAWA Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

## DEED OF SALE

**THIS INDENTURE WITNESSETH:** That first party

**First 100, LLC**

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

**Kal-Mor-USA, LLC**

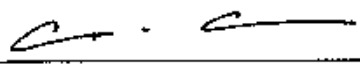
The real property situated in the County of Clark, State of Nevada, described as follows:

*SAHARA SUNRISE PLAT BOOK 91 PAGE 12 LOT 72 BLOCK 1*

And commonly known as 6575 Shining Sand Avenue, Las Vegas, NV 89142.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10<sup>th</sup> 2015, by Carlos Cardenas

  
Notary Public



JA000106

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 161-10-511-072  
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

\$ 140,223.00

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value:

\$ 140,223.00

d. Real Property Transfer Tax Due

\$ 716.55

4. If Exemption Claimed:

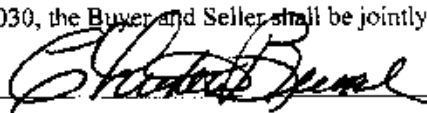
a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_

b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100 %

The undersigned 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: Agent

Signature

Capacity: \_\_\_\_\_

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: First 100, LLC

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV

Zip: 89041

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: Kai Mor USA

Address: 576 Middleton Way

City: Coldstream,

State: BC V1B3W8

Zip: \_\_\_\_\_

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

Print Name: Christene Bernard

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

Escrow # \_\_\_\_\_

State: NV

Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000107

# **EXHIBIT 10**



②-1

Inst #: 20140716-0002749  
Fee: \$17.00 N/C Fee: \$0.00  
RPTT: \$303.45 Ex: #  
07/16/2014 03:11:40 PM  
Receipt #: 2090285  
Requestor:  
FIRST 100 LLC  
Recorded By: RYUD Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 163-24-612-588

Return document and mail tax statements to:  
First 100, LLC,  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas NV 89141

### DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

**BELLA VITA HOMEOWNERS ASSOCIATION**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

**First 100, LLC**, a Nevada limited liability company, d/b/a 1st One Hundred  
the real property situated in Clark County, State of Nevada, described as follows:

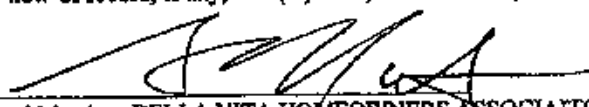
**WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1056**

and commonly known as 4921 Indian River Dr. #112 Las Vegas, NV 89103.

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

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:

  
Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

Print Name:

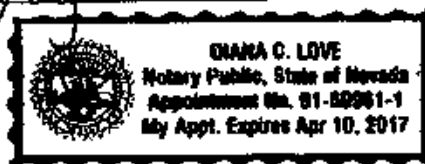
Bruce Marten

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on July 10, 2014,

by: BRUCE MARTEN.  
(print name of above signatory)

Diana C. Love  
NOTARY PUBLIC No. 01-69961-1  
Exp. 7-10-17



JA000109

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 163-24-612-588  
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 \$ 59,274.00  
b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))  
c. Transfer Tax Value: \$ 59,274.00  
d. Real Property Transfer Tax Due \$ 303.45

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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: Bella Vita HOA  
Address: 5010 Indian River Drive  
City: Las Vegas  
State: NV Zip: 89103

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000110

# **EXHIBIT 11**

2-1

APN 163-24-612-588

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inst #: 20150413-0002987

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$204.00 Ex: #

04/13/2015 03:17:58 PM

Receipt #: 2383139

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

## DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

**First 100, LLC**

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

**Kal-Mor-USA, LLC**


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

*WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1056*

And commonly known as 4921 Indian River Drive #112, Las Vegas, NV 89103.

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

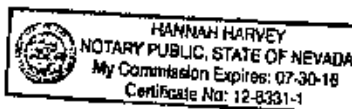
Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10<sup>th</sup> 2015, by Carlos Cardenas.

  
Notary Public



JA000112

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 163-24-612-588  
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  
Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY

Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ 339,963.00

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value: \$ 39,963.00

d. Real Property Transfer Tax Due \$ 204.18

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 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: Christine Bernard Capacity: Agent

Signature: \_\_\_\_\_ Capacity: \_\_\_\_\_

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89041

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: Kai Mor USA  
Address: 576 Middleton Way  
City: Coldstream,  
State: BC V1B3W8 Zip: \_\_\_\_\_

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

Print Name: Christine Bernard  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000113

# **EXHIBIT 12**

Mail and Return Tax statement to:  
Bella Vita Homeowners Association  
8290 Arville Street  
Las Vegas, NV 89139

APN # 163-24-612-639

Inst #: 201401230002773  
Fee: \$18.00 N/C Fee: \$0.00  
RPTT: \$221.85 Ex: #  
01/23/2014 11:19:56 AM  
Receipt #: 1910699  
Requestor:  
RED ROCK FINANCIAL SERVICES  
Recorded By: SCA Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

## FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Bella Vita Homeowners Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 04/14/2009 as instrument number 0001210 Book 20090414, in Clark County. The previous owner as reflected on said lien is JEFFREY M. HILDEBRANDT. Red Rock Financial Services as agent for Bella Vita Homeowners Association does hereby grant and convey, but without warranty expressed or implied to: **Bella Vita Homeowners Association** (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: **WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1107 which is commonly known as 5009 Indian River Dr #155 Las Vegas, NV 89103.**

### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Bella Vita Homeowners Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 05/21/2009 as instrument number 0005417 Book 20090521 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Bella Vita Homeowners Association at public auction on **11/19/13**, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$15,453.68** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

JA000115

Dated: January 21, 2014

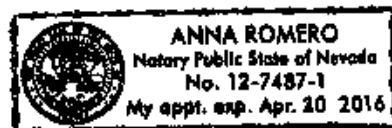
Kimberlee Sibley  
By: Kimberlee Sibley, employee of Red Rock Financial Services, agent for Bella Vita Homeowners Association

STATE OF NEVADA                    )  
COUNTY OF CLARK                )

On January 21, 2014, before me, personally appeared Kimberlee Sibley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Anna Romero  
When Recorded Mail To: Bella Vita Homeowners Association  
FirstService Residential  
8290 Arville Street  
Las Vegas, NV 89139



JA000116



# STATE OF NEVADA DECLARATION OF VALUE

## 1. Assessor Parcel Number (s)

- a) 163-24-612-639  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

## 2. Type of Property:

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

### FOR RECORDERS OPTIONAL USE ONLY

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 3. Total Value/Sales Price of Property:

\$ 43,357.00

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

Transfer Tax Value:

\$ 43,500.00

Real Property Transfer Tax Due:

\$ 221.85

## 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 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 Kimberly M. Bly Capacity AGENT  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

## SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Rad Rock Financial Services  
Address: 4775 West Teco Ave #140  
City: Las Vegas  
State: NV Zip: 89118

## BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Bella Vita Homeowners Association  
Address: 6290 Arville Street  
City: Las Vegas  
State: NV Zip: 89139

## COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000117

# **EXHIBIT 13**

21

Inst #: 20140716-0002750

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$408.00 Ex: #

07/16/2014 03:11:40 PM

Receipt #: 2090285

Requestor:

FIRST 100 LLC

Recorded By: RYUD Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 163-24-612-639

Return document and mail tax statements to:

First 100, LLC, :

11920 Southern Highlands Parkway, Suite 200  
Las Vegas NV 89141

### DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

**BELLA VITA HOMEOWNERS ASSOCIATION**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred

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

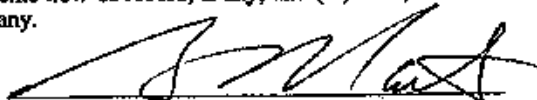
WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1107

and commonly known as 5009 Indian River Dr. #155 Las Vegas, NV 89103.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:



Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

Print Name:

Bruce Marten

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on July 10, 2014,

by:

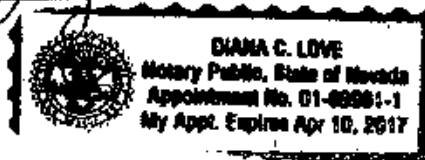
BRUCE MARTEN

(print name of above signatory)

Diana C. Love

NOTARY PUBLIC No. 01-69601-1

Exp. 9-10-17



JA000119

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 163-24-612-639  
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

\$ 79,532.00

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value: \$ 79,532.00

d. Real Property Transfer Tax Due \$ 408.00

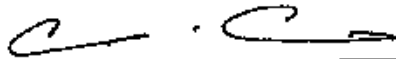
4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_

b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100 %

The undersigned 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: Director

Signature \_\_\_\_\_

Capacity: \_\_\_\_\_

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

Print Name: Bella Vita HOA

Address: 5010 Indian River Drive

City: Las Vegas

State: NV

Zip: 89103

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

Print Name: First 100, LLC

Address: 11920 Southern Highland Pkwy

City: Las Vegas

State: NV

Zip: 89141

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

Print Name: \_\_\_\_\_

Escrow # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000120

# **EXHIBIT 14**

Inst #: 20150413-0002989

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$237.15 Ex: #

04/13/2015 03:17:58 PM

Receipt #: 2383139

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN 163-24-612-639

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

## DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

First 100, LLC

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

Kal-Mor-USA, LLC

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

*WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1107*

And commonly known as 5009 Indian River Drive #155, Las Vegas, NV 89103.

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

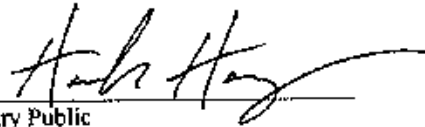
Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By: 

Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10<sup>th</sup> 2015, by Carlos Cardenas.

  
Notary Public



JA000122

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 163-24-612-639  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**  
Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

- 3.a. Total Value/Sales Price of Property \$ 46,257.00  
b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))  
c. Transfer Tax Value: \$ 46,257.00  
d. Real Property Transfer Tax Due \$ 237.15

**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 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 Christine Bernard Capacity: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89041

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

Print Name: Kal Mor USA  
Address: 576 Middleton Way  
City: Coldstream,  
State: BC V1B3W8 Zip: \_\_\_\_\_

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

Print Name: Christine Bernard  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000123

# **EXHIBIT 15**



Mail and Return Tax statement to:  
Bella Vita Homeowners Association  
8290 Arville Street  
Las Vegas, NV 89139

APN # 163-24-612-798

Inst #: 201312300000172  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$191.25 Ex: #  
12/30/2013 08:04:04 AM  
Receipt #: 1885608  
Requestor:  
**RED ROCK FINANCIAL SERVICES**  
Recorded By: RYUD Pgs: 3  
**DEBBIE CONWAY**  
**CLARK COUNTY RECORDER**

### **FORECLOSURE DEED**

The undersigned declares:

Red Rock Financial Services, herein called agent for (Bella Vita Homeowners Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 11/02/2012 as instrument number 0001729 Book 20121102, in Clark County. The previous owner as reflected on said lien is SEONG IL YI. Red Rock Financial Services as agent for Bella Vita Homeowners Association does hereby grant and convey, but without warranty expressed or implied to: **Bella Vita Homeowners Association** (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: **WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1266** which is commonly known as **5295 Indian River Dr #314 Las Vegas, NV 89103**.

#### **AGENT STATES THAT:**

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Bella Vita Homeowners Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 12/31/2012 as instrument number 0001565 Book 20121231 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Bella Vita Homeowners Association at public auction on **11/19/13**, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$5,692.60** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

JA000125

Dated: December 26, 2013

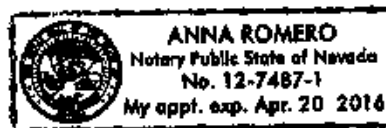
Kimberlee Sibley  
By: Kimberlee Sibley, employee of Red Rock Financial Services, agent for Bella Vita Homeowners Association

STATE OF NEVADA                    )  
COUNTY OF CLARK                )

On December 26, 2013, before me, personally appeared Kimberlee Sibley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Anna Romero  
When Recorded Mail To: Bella Vita Homeowners Association  
FirstService Residential Nevada, LLC  
8290 Arville Street  
Las Vegas, NV 89139



JA000126

# STATE OF NEVADA DECLARATION OF VALUE

## 1. Assessor Parcel Number (s)

a) 103-24-012-798  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

## 2. Type of Property:

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

### FOR RECORDERS OPTIONAL USE ONLY

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 37,483.00  
Transfer Tax Value: \$ 37,500.00  
Real Property Transfer Tax Due: \$ 191.25

## 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 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 Kimberly D. Dibley Capacity AGENT  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

## SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services  
Address: 4775 West Teco Ave #140  
City: Las Vegas  
State: NV Zip: 89118

## BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Bella Vita Homeowners Association  
Address: 8290 Arville Street  
City: Las Vegas  
State: NV Zip: 89139

## COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000127

# **EXHIBIT 16**

Inst #: 20140716-0002747

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$300.90 Ex: #

07/16/2014 03:11:40 PM

Receipt #: 2090285

Requestor:

FIRST 100 LLC

Recorded By: RYUD Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 163-24-612-798

Return document and mail tax statements to:

First 100, LLC,

11920 Southern Highlands Parkway, Suite 200

Las Vegas NV 89141

## DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

**BELLA VITA HOMEOWNERS ASSOCIATION**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

**First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred**

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

**WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1266**

and commonly known as 5295 Indian River Dr. #314 Las Vegas, NV 89103.

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

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:

[Signature]  
Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

Print Name:

Bruce Marten

STATE OF NEVADA }  
COUNTY OF CLARK }

This instrument was acknowledged before me on July 10, 2014,

by:

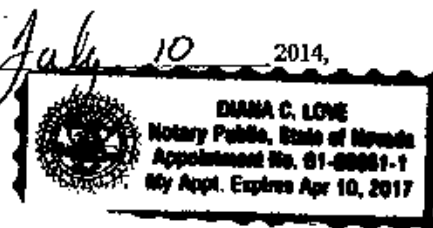
BRUCE MARTEN

(print name of above signatory)

Diana C. Lowe

NOTARY PUBLIC No. 01-69761-1

Exp 9-10-17



JA000129

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

a. 163-24-612-798

b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

**2. Type of Property:**

- |   |  |
|---|--|
| a. <input type="checkbox"/> Vacant Land             | b. <input type="checkbox"/> Single Fam. Res. |
| c. <input checked="" 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      |
| <input type="checkbox"/> Other                      |  |

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 58,756.00

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value:

\$ 58,756.00

d. Real Property Transfer Tax Due

\$ 300.90

**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 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: Director

Signature \_\_\_\_\_

Capacity: \_\_\_\_\_

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

Print Name: Bella Vita HOA

Address: 5010 Indian River Drive

City: Las Vegas

State: NV

Zip: 89103

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

Print Name: First 100, LLC

Address: 11920 Southern Highlandy Pkwy

City: Las Vegas

State: NV

Zip: 89141

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

Print Name: \_\_\_\_\_

Escrow # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000130

# **EXHIBIT 17**

2-1

APN 163-24-612-798

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inst #: 20150413-0002990  
Fees: \$17.00 N/C Fee: \$0.00  
RPTT: \$204.00 Ex: #  
04/13/2016 03:17:58 PM  
Receipt #: 2383139  
Requestor:  
FIRST 100 LLC  
Recorded By: SHAWA Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

## DEED OF SALE

**THIS INDENTURE WITNESSETH:** That first party

**First 100, LLC**

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

**Kal-Mor-USA, LLC**

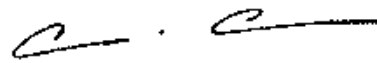
The real property situated in the County of Clark, State of Nevada, described as follows:

*WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1266*

And commonly known as 5295 Indian River Drive #314, Las Vegas, NV 89103.

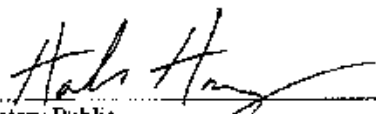
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

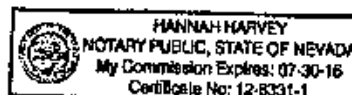
Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10<sup>th</sup> 2015, by Carlos Cardenas.

  
Notary Public



JA000132



**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 163-24-612-798  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

- 3.a. Total Value/Sales Price of Property \$ 339,963.00  
b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))  
c. Transfer Tax Value: \$ 39,963.00  
d. Real Property Transfer Tax Due \$ 204.18

**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 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: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89041

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

Print Name: Kal Mor USA  
Address: 576 Middleton Way  
City: Coldstream,  
State: BC V1B3W8 Zip: \_\_\_\_\_

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

Print Name: Christy Barnard  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000133

# **EXHIBIT 18**

Mail and Return Tax statement to:  
Bella Vita Homeowners Association  
8290 Arville Street  
Las Vegas, NV 89139

APN # 163-24-612-500

Inst #: 201401230002775  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$191.25 Ex: #  
01/23/2014 11:19:56 AM  
Receipt #: 1910899  
Requestor:  
RED ROCK FINANCIAL SERVICES  
Recorded By: SCA Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

## FORECLOSURE DEED

The undersigned declares:

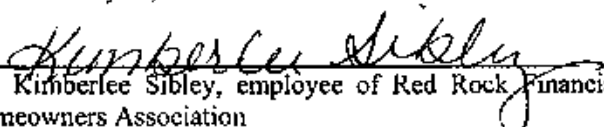
Red Rock Financial Services, herein called agent for (Bella Vita Homeowners Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 06/11/2012 as instrument number 0002273 Book 20120611, in Clark County. The previous owner as reflected on said lien is BRIAN KELLY. Red Rock Financial Services as agent for Bella Vita Homeowners Association does hereby grant and convey, but without warranty expressed or implied to: **Bella Vita Homeowners Association** (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 968 which is commonly known as **4400 Sandy River Dr #16 Las Vegas, NV 89103**.

### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Bella Vita Homeowners Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 08/13/2012 as instrument number 0000459 Book 20120813 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Bella Vita Homeowners Association at public auction on 11/19/13, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid \$6,685.11 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

JA000135

Dated: January 21, 2014

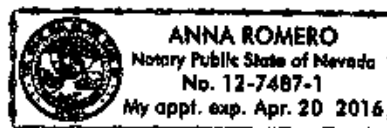
  
By: Kimberlee Sibley, employee of Red Rock Financial Services, agent for Bella Vita Homeowners Association

STATE OF NEVADA                    )  
COUNTY OF CLARK                )

On January 21, 2014, before me, personally appeared Kimberlee Sibley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
When Recorded Mail To: Bella Vita Homeowners Association  
FirstService Residential  
8290 Arville Street  
Las Vegas, NV 89139



JA000136

# STATE OF NEVADA DECLARATION OF VALUE

## 1. Assessor Parcel Number (s)

- a) 163-24-612-500  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

## 2. Type of Property:

- |  |              |                             |                 |
|--|--------------|-----------------------------|-----------------|
| a) <input type="checkbox"/>            | Vacant Land  | b) <input type="checkbox"/> | Single Fam Res. |
| c) <input checked="" 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

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 37,483.00  
Transfer Tax Value: \$ 37,500.00  
Real Property Transfer Tax Due: \$ 191.25

## 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 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 Kimberly Gable Capacity AGENT  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

## SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services  
Address: 4775 West Teco Ave #140  
City: Las Vegas  
State: NV Zip: 89118

## BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Bella Vita Homeowners Association  
Address: 8280 Arville Street  
City: Las Vegas  
State: NV Zip: 89139

## COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000137

# **EXHIBIT 19**

2-1

Inst #: 20140716-0002748

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$229.50 Ex: #

07/16/2014 03:11:40 PM

Receipt #: 2090285

Requestor:

FIRST 100 LLC

Recorded By: RYUD Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 163-24-612-500

Return document and mail tax statements to:

First 100, LLC,

11920 Southern Highlands Parkway, Suite 200

Las Vegas NV 89141

### DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

**BELLA VITA HOMEOWNERS ASSOCIATION**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

**First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred**

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

**WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 968**

and commonly known as 4400 Sandy River Dr. #16 Las Vegas, NV 89103.

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

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:

  
Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

Print Name:

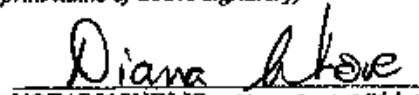
Bruce Marten

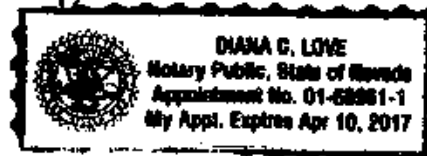
STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on July 10 2014,

by: BRUCE MARTEN

(print name of above signatory)

  
NOTARY PUBLIC No. 01-69961-1  
Exp. 4-10-17



JA000139

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 163-24-612-500  
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  
   ☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ 44,710.00

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))

c. Transfer Tax Value:

\$ 44,710.00

d. Real Property Transfer Tax Due

\$ 229.50

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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: Bella Vita HOA

Address: 5010 Indian River Drive

City: Las Vegas

State: NV

Zip: 89103

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

Print Name: First 100, LLC

Address: 11920 Southern Highlandy Pkwy

City: Las Vegas

State: NV

Zip: 89141

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

Print Name: \_\_\_\_\_

Escrow # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000140



# **EXHIBIT 20**

(2) - 1

APN 163-24-612-500

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inst #: 20150413-0002988  
Fee: \$17.00 N/C Fee: \$0.00  
RPTT: \$204.00 Ex: #  
04/13/2015 03:17:58 PM  
Receipt #: 2383139  
Requestor:  
FIRST 100 LLC  
Recorded By: SHAWA Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

## DEED OF SALE

**THIS INDENTURE WITNESSETH:** That first party

**First 100, LLC**

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

**Kal-Mor-USA, LLC**

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

*WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 968*

And commonly known as 4400 Sandy River Drive #16, Las Vegas, NV 89103.

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


Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By: 

Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10<sup>th</sup> 2015, by Carlos Cardenas

  
Notary Public



JA000142

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 163-24-612-500  
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  
   ☐ Other

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 39,963.00

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value:

\$ 39,963.00

d. Real Property Transfer Tax Due

\$ 204.18

**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 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 Christina Bernard Capacity: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV      Zip: 89041

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

Print Name: Kal Mor USA

Address: 576 Middleton Way

City: Coldstream,

State: BC V1B3W8      Zip: \_\_\_\_\_

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

Print Name: Christina Bernard

Escrow # \_\_\_\_\_

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV      Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000143

# **EXHIBIT 21**

Inst #: 201012030002111

Fees: \$15.00 N/C Fee: \$25.00

RPTT: \$0.00 Ex: #003

12/03/2010 12:09:30 PM

Receipt #: 599979

Requestor:

CAMCO

Recorded By: RNS Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded mail to and  
Mail Tax Statements to:  
Tierra Mesa Homeowners Association  
C/O CAMCO  
PO Box 12117  
Las Vegas, NV, 89112

A.P.N. No. 140-21-611-018  
Trustee Sale No. 16342-5782

*Corrective (201011030000595)*  
**TRUSTEE'S DEED UPON SALE - legal description**

The Grantee (Buyer) herein was Foreclosing Beneficiary: Tierra Mesa Homeowners Association  
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): \$3,008.96  
The amount paid by the Grantee (Buyer) at the Trustee's Sale: \$2,008.96  
The Documentary Transfer Tax: \$43.35  
Property address: 5782 Camino Ramon Ave., Las Vegas, NV 89156  
Said property is in [ ] unincorporated area: City of Las Vegas  
Trustor (Former Owner that was foreclosed on): Elizabeth Braden

Alarsi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded June 16, 2009 as Instrument number 0004398, in Clark County, does hereby grant, without warranty expressed or implied to: Tierra Mesa Homeowners Association (Grantee), all its right, title and interest in the property legally described as:

*Exhibit A*

**TRUSTEE STATES THAT:**

This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on October 27, 2010 at the place indicated on the Notice of Trustee's Sale.

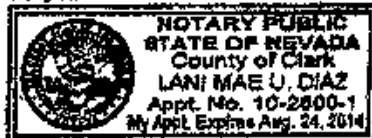
Branko Jetic   
Signature of AUTHORIZED AGENT for Alarsi&Koenig, LLC

State of Nevada )  
County of Clark )

SUBSCRIBED and SWORN to before me Nov. #1, 2010

WITNESS my hand and official seal.

(Seal)



(Signature)

JA000145

140-21-611-018

EXHIBIT A

PARCEL ONE (1):

LOT SIXTY (60) IN BLOCK TWO (2), OF TIERRA MESA AS SHOWN BY MAP ON FILE IN BOOK 108 OF PLATS, PAGE 24 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1)

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a) 140-21-611-018  
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

Dead 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 03

b. Explain Reason for Exemption: re-record with correct legal description

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 Healy Mitchell Capacity Grantee  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: Alessi + Koenig LLC  
Address: 9500 W Flamingo Rd #100  
City: Las Vegas  
State: NV Zip: 89147

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: Tierra Mesa HOA  
Address: PO Box 12117  
City: Las Vegas  
State: NV Zip: 89112

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

Print Name: CAMCO Escrow # N/A - foreclosure  
Address: PO Box 12117  
City: Las Vegas State: NV Zip: 89112

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000147

## **EXHIBIT 22**



Inst #: 20140811-0000974  
Fees: \$19.00 N/C Fee: \$0.00  
RPTT: \$311.10 Ex: #  
08/11/2014 08:45:17 AM  
Receipt #: 2116470  
Requestor:  
ABSOLUTE COLLECTION SERVICE  
Recorded By: ANI Pgs: 4  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 140-21-611-018

WHEN RECORDED MAIL DEED AND  
TAX STATEMENTS TO:

First 100 LLC  
10620 Southern Highlands Pkwy Ste 110-485  
Las Vegas, NV 89141

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED**

THIS QUITCLAIM DEED made on **August 8, 2014**, between **Tierra Mesa HOA c/o CAMCO PO Box 12117, Las Vegas, NV 89112** and **First 100 LLC, 10620 Southern Highlands Pkwy, Ste 110-485, St. Las Vegas, NV 89141**.

That for and in the consideration of the sum of **NINE THOUSAND ONE HUNDRED NINETY-SIX DOLLARS AND 51/100 CENTS (\$9,196.51)** the receipt of which is hereby acknowledged, **Tierra Mesa HOA** does hereby release, remise and forever quitclaim unto **First 100 LLC** all of his interest, if any, in that certain real property commonly known as:

**5782 Camino Ramon Ave., Las Vegas, NV 89156**

Legally described as follows:

Lot 60, Block 2, as per map recorded in Plat Book 108, Page 24, as shown in the Office of the County Recorder of Clark County Nevada

Together with all the tenements, hereditaments, and appurtenances thereunto belonging, and the reversions, remainders, rents, issues, and profits thereof. To have and to hold, all and singular the premises, with the appurtenances, unto **First 100 LLC** and his/her heirs and assigns forever.

In witness whereof, **Tierra Mesa HOA** has hereunto this 8th day of **AUGUST** and 2014 as set forth above.

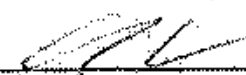
JA000149

State of Nevada )ss

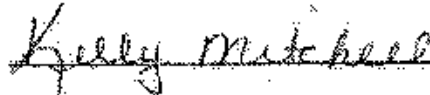
County of Clark )ss

I, Richard Kaye , being first duly sworn, deposes and says:

That I am the authorized representative of **Tierra Mesa HOA** in the above-entitled action: that I have read the foregoing and know the contents thereof, and that the same is true of my knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.

  
Richard Kaye, Agent for Tierra Mesa HOA

Subscribed and sworn to before me this 8th DAY OF August, 2014.



Kelly Mitchell, Notary Public

My Commission Expires: 7/10/16

Certificate No: 08-7504-1



140-21-611-018

**EXHIBIT A**

**PARCEL ONE (1):**

LOT SIXTY (60) IN BLOCK TWO (2), OF TIERRA MESA AS SHOWN BY MAP ON  
FILE IN BOOK 108 OF PLATS, PAGE 24 IN THE OFFICE OF THE COUNTY  
RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL TWO (2):**

A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND  
ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE  
PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED  
HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1)

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 140-21-611-018  
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  
Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY

Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ 2,196.51

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value:

\$ 60,823.00

d. Real Property Transfer Tax Due

\$ 311.10

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 Keely Mitchell Capacity: Grantor

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: Tierra Mesa HOA

Address: PO Box 12117

City: Las Vegas

State: NV

Zip: 89112

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

Print Name: First 100 LLC

Address: 10620 Southern Highlands Pkwy #110 -485

City: Las Vegas

State: NV

Zip: 89141

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

Print Name: Absolute Collection Svs

Address: 6440 Skypointe Dr Ave 140-154

City: Las Vegas

Escrow # N/A-foreclosure

State: NV

Zip: 89131

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000152

# **EXHIBIT 23**

② - 1

Inst #: 20150409-0000741  
Fee: \$17.00 N/C Fee: \$0.00  
RPTT: \$548.25 Ex: #  
04/09/2015 09:16:12 AM  
Receipt #: 2379093  
Requestor:  
FIRST 100 LLC  
Recorded By: 9HAWA Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN 140-21-611-018

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

### DEED OF SALE

THIS INDENTURE WITNESSETH: that first party

**FIRST 100, LLC**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

**KAL-MOR-USA, LLC**

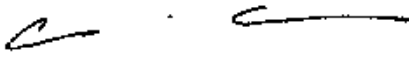
The real property situated in the County of Clark, State of Nevada, described as follows:

Lot 60, Block 2, as per map recorded in Plat Book 108, Page 24, as shown  
in the Office of the County Recorder of Clark County Nevada

and commonly known as 5782 Camino Ramon Ave, Las Vegas, Nevada 89156.

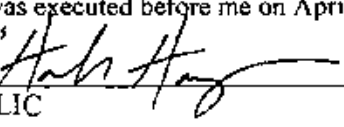
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 6<sup>th</sup>, 2015,

By:   
NOTARY PUBLIC



JA000154

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 140-21-811-018  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ ~~21,288.00~~ 107,211 AA

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )

c. Transfer Tax Value: \$ ~~21,288.00~~ 107,211 AA

d. Real Property Transfer Tax Due \$ ~~400.65~~ 598.23 AA

**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: KAL-MOR-USA, LLC  
Address: 576 Middleton Way  
City: Coldstream, BC  
State: Canada Zip: BCV1B3W8

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000155

# **EXHIBIT 24**



JOINTLY SUBMITTED

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

FIRST 100, LLC, a Nevada limited liability company; 1<sup>st</sup> ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited liability company; PRENPOINCIANA, LLC, a foreign limited liability company; DOES 1 through X and ROE ENTITIES 1 through X;

Defendants.

AND ALL RELATED CLAIMS

Case No. 2:16-cv-00099-RFB-(CWH)

Related Case No. 2:16-cv-00109-RFB-CWH  
(Jointly Administered Cases)

STIPULATED JUDGMENT

COME NOW, (1) Plaintiffs and Counter-Defendants First 100, LLC ("First 100") and 1<sup>st</sup> One Hundred Holdings, LLC ("Holdings," and together with First 100, the "Plaintiffs"), by and through their undersigned attorneys, Maier Gutierrez Ayon; (2) Third-Party Defendants Holdings, Jay Bloom, Carlos Cardenas, Christopher Morgando, and Matthew Farkas (collectively, the "Guarantors"), by and through their undersigned attorneys, Maier Gutierrez Ayon, (3) Defendant, Counterplaintiff, and Third Party Plaintiff Omni Financial, LLC ("Omni"), by and through its undersigned attorneys, Howard & Howard Attorneys PLLC, (4) Defendants PrenPoinciana, LLC and Prentice Lending II LLC (collectively, "PrenPoinciana"), by and through their undersigned attorneys, Greenberg Traurig, LLP; and (5) Plaintiffs KAL-MOR-USA LLC and GFY Management LLC (in Case No. 2:16-cv-00109) (collectively, "Kal-Mor/GFY"), by and through their undersigned attorneys, Kolesar & Leatham.

HOWARD & HOWARD ATTORNEYS, PLLC

3800 Howard Hughes Parkway, Suite 1000

Las Vegas, Nevada 89169

(702) 257-1183 FAX (702) 567-1568

RECITALS

On January 15, 2016, First 100 filed a complaint asserting various claims for relief (the "Claims") against Omni and PrenPoinciana in the Eighth Judicial District Court in Clark County, Nevada (the "Lawsuit"), seeking an *ex parte* temporary restraining order stopping a foreclosure sale which Omni had previously noticed. Omni removed the Lawsuit to the U.S. District Court for the District of Nevada (the "District Court") (Notice of Removal, ECF No. 1),<sup>1</sup> where it is known as Case No. 2:16-cv-00099. On February 9, 2016, the Lawsuit was consolidated with a separate action filed by Kal-Mor USA LLC (which had also been removed by Omni and is Case No. 2:16-cv-00109, and which case constitutes part of the defined term, the "Lawsuit"). On June 15, 2016, Defendant Omni filed its Answer to First 100, LLC's Complaint and Counterclaim and Third-Party Complaint (ECF 99), asserting various counterclaims and third-party claims for relief against the Plaintiffs and Guarantors (the "Counterclaims and Third-Party Claims").

As set forth in extensive detail in the pleadings and papers in the Lawsuit, numerous disputes (collectively, the "Disputes") have arisen between Plaintiffs, Defendants, and Guarantors regarding, for example:<sup>2</sup>

(a) First 100's default on a line of credit loan extended by Omni pursuant to a loan agreement and other transaction documents dated May 27, 2014;

(b) the ownership, management, and control of certain homeowner association liens/receivables ("HOA Receivables") those acquired from the Association of Poinciana Villages ("APV") and (i) relating to the calendar year 2013 (the "2013 Receivables"), (ii) relating to the calendar years 2014-2015 (the "2014-2015 Receivables") and (iii) certain additional properties previously managed by Association Capital Resources, LLC (the "ACR Receivable");

(c) the ownership, management, and control of all other HOA Receivables owned all other HOA Receivables owned by First 100 from time to time from the inception of the Omni loan through the date hereof, if and to the extent serviced by the McCabe Firm, including those relating

<sup>1</sup> All references herein to "ECF" numbers are to filings in Case No. 2:16-cv-00099.

<sup>2</sup> This list is not exhaustive.

1 to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve,  
2 Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove) (collectively, the  
3 "Additional HOA Receivables");

4 (d) the ownership, management, and control of First 100's other personal property;

5 (e) the reasonableness of Omni's foreclosure sale on May 25, 2016 regarding such  
6 HOA Receivables and other personal property; and

7 (f) Omni's first-priority security interest, as beneficiary, under deeds of trust in various  
8 real properties previously or currently owned by First 100.

9 Without admitting liability, the Parties waive the entry of findings of fact and conclusions  
10 of law by the Court and voluntarily consent to the entry of this Stipulated Judgment fully resolving  
11 the Lawsuit, Disputes, Claims, Counterclaims, and Third-Party Claims.

12 NOW, THEREFORE, it is accordingly ORDERED, ADJUDGED, and DECREED that:

13 1. First 100 owes Omni a stipulated judgment debt in the amount of Four Million  
14 Eight Hundred Thousand Dollars (USD \$4,800,000), but which amount could increase by a  
15 specific sum if certain conditions subsequent were not met.

16 2. Omni is the absolute owner of all right, title, and interest in the 2013 Receivables  
17 2014-2015 Receivables, and Additional HOA Receivables, including without limitation (a) all  
18 future proceeds arising therefrom, (b) all undisbursed proceeds thereof being held by any third  
19 party, regardless of how such proceeds may have previously been allocated among the Parties, and  
20 (c) any rights or privileges enjoyed by, or benefiting, First 100 with respect to those HOA  
21 Receivables, including rights or privileges under any continuing powers of attorney granted by a  
22 third party.

23 3. The prior Order entered in this action on April 18, 2016 [ECF No. 60] is hereby  
24 vacated, and the restrictions set forth therein upon the distribution of HOA Receivables and the  
25 proceeds thereof are null and void. The HOA Receivables and all proceeds derived therefrom  
26 (meaning, for example, all undisbursed proceeds held by the McCabe law firm) may be disbursed  
27 upon the unilateral instructions of the Party(ies) in accordance with this Stipulated Judgment and

HOWARD & HOWARD ATTORNEYS, PLLC

3800 Howard Hughes Parkway, Suite 1000  
Las Vegas, Nevada 89169  
(702) 257-1483 FAX: (702) 557-1568

1 the Stipulated Judgment entered in Case No. 2:16-cv-00109 on January 2, 2017 [ECF No. 58].

2 4. Upon full repayment of the stipulated judgment debt, Omni shall return or release  
3 to First 100 (i) any and all interest in the 2013 Receivables, the 2014-2015 Receivables, and  
4 Additional HOA Receivables; (ii) all remaining liens in First 100's claims and litigation; (iii) four  
5 specific real properties in Nevada, to First 100 or its Affiliate; and (iv) all real property derived  
6 from foreclosure actions on any of the HOA Receivables conveyed.

7 5. The Lawsuit and any and all Disputes, Claims, Counterclaims, and Third-Party  
8 Claims are hereby dismissed with prejudice.

9 6. This judgment shall not preclude or otherwise impair any claim or defense that may  
10 exist or arise between or among the Parties with respect to a breach of the Settlement Agreement.  
11 The Court hereby retains jurisdiction (over the Parties, the Lawsuit, the Disputes, Claims,  
12 Counterclaims, and Third-Party Claims, and the Settlement Agreement (and alleged breaches  
13 thereof)), to hear any further proceedings regarding the same, if necessary or appropriate.

14 7. Each Party bears responsibility for its own fees and costs incurred in connection  
15 with this matter (including, in particular, the Lawsuit).

16 8. The two monetary bonds deposited with the Clerk of the Court during the Lawsuit,  
17 by First 100 (in the amount of \$15,000, deposited on January 21, 2016 (ECF 13-14)) and Omni (in  
18 the amount of \$1,000, deposited on June 28, 2016 (ECF 131-32)), are to be immediately released  
19 to Omni.

20 ORDER

21 IT IS SO ORDERED.

22 Dated: February 16, 2017.

23  
24   
25 RICHARD F. BOULWARE, II  
26 United States District Judge  
27

**HOWARD & HOWARD ATTORNEYS, PLLC**

3800 Howard Hughes Parkway, Suite 1000  
Las Vegas, Nevada 89169  
(702) 257-1483 FAX: (702) 567-1568

Approved as to form and content by:

Dated: February 14, 2017

**HOWARD & HOWARD ATTORNEYS  
PLLC**

By: /s/ Robert Hernquist  
Robert Hernquist  
Nevada Bar No. 10616  
Mark Gardberg  
Nevada Bar No. 10879  
Wells Fargo Tower, Suite 1000  
3800 Howard Hughes Parkway  
Las Vegas, Nevada 89169-5980

*Attorneys for Defendant, Counterplaintiff,  
and Third Party Plaintiff Omni Financial  
LLC*

Dated: February 14, 2017

**GREENBERG TRAURIG, LLP**

By: /s/ Christopher Millenberger  
Christopher Millenberger  
Nev. Bar No. 10153  
3773 Howard Hughes Parkway, #400  
Las Vegas, NV 89169

*Attorneys for Defendants PrenPoinclana,  
LLC and Prentice Lending II LLC*

Dated: February 14, 2017

**MAIER GUTIERREZ AYON**

By: /s/ Joseph A. Gutierrez  
Joseph A. Gutierrez  
Nevada Bar No. 9046  
Jason R. Maier, Nevada Bar No. 8557  
8816 Spanish Ridge Avenue  
Las Vegas, Nevada 89148

*Attorneys for (1) Plaintiffs and  
Counterdefendants First 100, LLC and  
1st One Hundred Holdings, LLC and (2)  
Third-Party Defendants 1st One Hundred  
Holdings, LLC, Jay Bloom, Carlos  
Cardenas, Christopher Morgando, and  
Matthew Farkas*

Dated: February 14, 2017

**KOLESAR & LEATHAM**

By: /s/ Bart K. Larsen  
Bart K. Larsen  
Nevada Bar No. 08538  
400 South Rampart Blvd., Suite 400  
Las Vegas, Nevada 89145

*Attorneys for Plaintiffs KAI-MOR-USA LLC  
and GPY Management LLC (in Case No.  
2:16-cv-00109)*

# **EXHIBIT 25**

# Howard & Howard

law for business

Ann Arbor

Chicago

Detroit

Las Vegas

Peoria

direct dial: 702.667.4842

Mark Gardberg  
Attorney / Partner

email: [mgardberg@howardandhoward.com](mailto:mgardberg@howardandhoward.com)

September 29, 2016

BY CERTIFIED MAIL

## LEGAL NOTIFICATION TO PAY RENTS TO PERSON OTHER THAN LANDLORD

**Tenant (if known):** Unknown - John/Jane Does 1-10  
**Property Occupied by  
Tenant (the "Premises"):** Unknown - John/Jane Does 1-10  
**Assignment of Rents  
Governing the Premises:** Deed of Trust dated: June 17, 2014  
5295 Indian River Dr. Unit 314, Las Vegas NV 89103-8705

Recorded in the Official Records of Clark County, Nevada  
as Book/Instrument No.: 20140718-0001253 on July 18, 2014

**Landlord:** First 100, LLC  
**Assignee:** Omni Financial, LLC  
1260 41<sup>st</sup> Ave Suite O  
Capitola, CA 95010  
Attention: Kimberlee Kay  
Tel. No.: (831) 464-5013  
Fax No.: (831) 462-1618  
Email: [kkay@shermanandboone.com](mailto:kkay@shermanandboone.com)

Dear Sir or Madam:

This law firm represents Omni Financial, LLC (the "Assignee"). Pursuant to NRS Chapter 107A, and specifically NRS 107A.280, please note the following:

1. The Assignee named above has become the person entitled to collect your rents on the Premises listed above under that Assignment of Rents specified above. (See NRS 107A.230(1).) You may obtain additional information about the Assignment of Rents and the Assignee's right to enforce it at the address listed above.
2. The Landlord is in default under the Assignment of Rents. Under the Assignment of Rents, the Assignee is entitled to collect rents from the Premises.
3. This notification affects your rights and obligations under the written or oral lease, or other type of agreement, under which you occupy the Premises (your "Agreement"). In order to provide you with an opportunity to consult with a lawyer, if your next scheduled rental payment is due within

[www.howardandhoward.com](http://www.howardandhoward.com)

Wells Fargo Tower, Suite 1000, 3800 Howard Hughes Parkway, Las Vegas, NV 89169-5980

tel 702.257.1483 fax 702.567.1568

JA000163

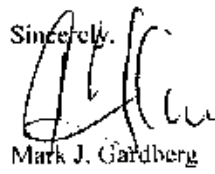
30 days after you receive this notification, neither the Assignee nor the Landlord can hold you in default under your Agreement for nonpayment of that rental payment until 10 days after the due date of that payment or 30 days following the date you receive this notification, whichever occurs first. You may consult a lawyer at your expense concerning your rights and obligations under your Agreement and the effect of this notification.

4. ***You must pay to the Assignee (Omni Financial, LLC) at the address listed above all rents under your Agreement which are due and payable on the date you receive this notification and all rents accruing under your Agreement after you receive this notification. If you pay rents to the Assignee after receiving this notification, the payment will satisfy your rental obligation to the extent of that payment.***
5. Unless you occupy the Premises as your primary residence, if you pay any rents to the Landlord after receiving this notification, your payment to the Landlord will not discharge your rental obligation, and the Assignee may hold you liable for that rental obligation notwithstanding your payment to the Landlord.
6. If you have previously received a notification from another person that also holds an assignment of the rents due under your Agreement, you should continue paying your rents to the person that sent that notification until that person cancels that notification. Once that notification is cancelled, you must begin paying rents to the Assignee in accordance with this notification.
7. Your obligation to pay rents to the Assignee will continue until you receive either:
  - (a) a written order from a court directing you to pay the rent in a manner specified in that order; or
  - (b) written instructions from the Assignee cancelling this notification.

In the event a foreclosure occurs, the Assignee may consider allowing you to continue occupying the property, provided that the lease has fair market terms, you pay rents to Assignee in a timely manner, and the property is well maintained. Attached to this letter is a rental application for you to complete and return with your first check sent to Omni.

***Please immediately contact Ms. Kay at the contact details on the first page to discuss this matter in more detail. She looks forward to hearing from you.***

Sincerely,



Mark J. Gardberg

cc Joseph A. Gutierrez  
MAIER GUTIERREZ AYON  
400 S. Seventh Street, # 400  
Las Vegas, NV 89101

Wynn Realty Group  
Attention: Marc Gisi  
7495 W. Azure Ave., # 214  
Las Vegas NV 89130

Bart K. Larsen  
KOLESAR & LEATHAM  
400 S. Rampart Boulevard, # 400  
Las Vegas, Nevada 89145





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## APPLICATION TO RENT/SCREENING FEE

(C.A.R. Form LRA, Revised 12/15)

### I. APPLICATION TO RENT

THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANCIPATED MINOR.

1. Applicant is completing Application as a (check one) ☐ tenant, ☐ tenant with co-tenant(s) or ☐ guarantor/co-signor.

Total number of applicants \_\_\_\_\_

#### 2. PREMISES INFORMATION

Application to rent property at 5295 Indian River Dr Unit 314, Las Vegas, NV 89103-8705 ("Premises")

Rent: \$ \_\_\_\_\_ per \_\_\_\_\_ Proposed move-in date \_\_\_\_\_

#### 3. PERSONAL INFORMATION

##### A. FULL NAME OF APPLICANT \_\_\_\_\_

B. Date of Birth \_\_\_\_\_ (For purpose of obtaining credit reports. Age discrimination is prohibited by law.)

C. 1. Driver's License No. \_\_\_\_\_ State \_\_\_\_\_ Expires \_\_\_\_\_

2. See section II for Social Security Number

D. Phone Number: Home \_\_\_\_\_ Work \_\_\_\_\_ Other \_\_\_\_\_

E. Email \_\_\_\_\_

F. Name(s) of all other proposed occupant(s) and relationship to applicant \_\_\_\_\_

G. Pet(s) (number and type) \_\_\_\_\_

H. Auto: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ License No. \_\_\_\_\_ State \_\_\_\_\_ Color \_\_\_\_\_

Other vehicle(s): \_\_\_\_\_

I. In case of emergency, person to notify \_\_\_\_\_

Relationship \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

J. Does applicant or any proposed occupant plan to use liquid-filled furniture? ☐ No ☐ Yes Type \_\_\_\_\_

K. Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years? ☐ No ☐ Yes

If yes, explain \_\_\_\_\_

L. Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony? ☐ No ☐ Yes

If yes, explain \_\_\_\_\_

M. Has applicant or any proposed occupant ever been asked to move out of a residence? ☐ No ☐ Yes

If yes, explain \_\_\_\_\_

#### 4. RESIDENCE HISTORY

Current address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Name of Landlord/Manager \_\_\_\_\_

Landlord/Manager's phone \_\_\_\_\_

Do you own this property? ☐ No ☐ Yes

Reason for leaving current address \_\_\_\_\_

Previous address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Name of Landlord/Manager \_\_\_\_\_

Landlord/Manager's phone \_\_\_\_\_

Did you own this property? ☐ No ☐ Yes

Reason for leaving this address \_\_\_\_\_

#### 5. EMPLOYMENT AND INCOME HISTORY

Current employer \_\_\_\_\_

Current employer address \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

Supervisor \_\_\_\_\_

Supervisor phone \_\_\_\_\_

Employment gross income \$ \_\_\_\_\_ per \_\_\_\_\_

Other income info \_\_\_\_\_

Previous employer \_\_\_\_\_

Prev. employer address \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

Supervisor \_\_\_\_\_

Supervisor phone \_\_\_\_\_

Employment gross income \$ \_\_\_\_\_ per \_\_\_\_\_

Other income info \_\_\_\_\_

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Applicant's initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



LRA REVISED 12/15 (PAGE 1 OF 2)

APPLICATION TO RENT/SCREENING FEE (LRA PAGE 1 OF 2)

Sherrin & Boone REALTORS, 1150431st Ave., Ste O Capitola, CA 95010  
M.J. de Boer

Phone: (831) 464-9031 Fax: (831) 462-1618  
Produced with zipForm® by zipLogic, 18070 Freen Mile Road, Fraser, Michigan 48026 www.zipLogic.com

Fax: (831) 462-1618

Form 100 revised

JA000165

Property Address: 5285 Indian River Dr Unit 314, Las Vegas, NV 89103-8705

Date: \_\_\_\_\_

**6. CREDIT INFORMATION**

| Name of creditor | Account number | Monthly payment | Balance due |
|------------------|----------------|-----------------|-------------|
|                  |                |                 |             |
|                  |                |                 |             |

| Name of bank/branch | Account number | Type of account | Account balance |
|---------------------|----------------|-----------------|-----------------|
|                     |                |                 |                 |
|                     |                |                 |                 |

**7. PERSONAL REFERENCES**

Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Length of acquaintance \_\_\_\_\_ Occupation \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Length of acquaintance \_\_\_\_\_ Occupation \_\_\_\_\_

**8. NEAREST RELATIVE(S)**

Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Relationship \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Relationship \_\_\_\_\_

Applicant understands and agrees that: (i) this is an application to rent only and does not guarantee that applicant will be offered the Premises; (ii) Landlord or Manager or Agent may accept more than one application for the Premises and, using their sole discretion, will select the best qualified applicant, and (iii) Applicant will provide a copy of applicant's driver's license upon request.

Applicant represents the above information to be true and complete, and hereby authorizes Landlord or Manager or Agent to: (i) verify the information provided; and (ii) obtain a credit report on applicant and other reports, warnings and verifications on and about applicant, which may include, but not be limited to, criminal background checks, reports on unlawful detainers, bad checks, fraud warnings, employment and tenant history. Applicant further authorizes Landlord or Manager or Agent to disclose information to prior or subsequent owners and/or agents.

If application is not fully completed, or received without the screening fee: (i) the application will not be processed, and (ii) the application and any screening fee will be returned.

Applicant \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Return your completed application and any applicable fee not already paid to: \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**II. SCREENING FEE**

**THIS SECTION TO BE COMPLETED BY LANDLORD, MANAGER OR AGENT.**

Applicant Social Security Number: \_\_\_\_\_ Applicant has paid a nonrefundable screening fee of \$ \_\_\_\_\_ applied as follows: (The screening fee may not exceed \$30.00, adjusted annually from 1-1-98 commensurate with the increase in the Consumer Price Index. A CPI inflation calculator is available on the Bureau of Labor Statistics website, [www.bls.gov](http://www.bls.gov). The California Department of Consumer Affairs calculates the applicable screening fee amount to be \$44.50 as of 2012.)

\$ \_\_\_\_\_ for credit reports prepared by \_\_\_\_\_  
 \$ \_\_\_\_\_ for \_\_\_\_\_ (other out-of-pocket expenses); and  
 \$ \_\_\_\_\_ for processing.

The undersigned has read the foregoing and acknowledges receipt of a copy.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

The undersigned has received the screening fee indicated above.

Landlord or Manager or Agent Signature \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_  
 Date \_\_\_\_\_

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**3** a subsidiary of the California Association of REALTORS®  
**4** 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**LRA REVISED 12/15 (PAGE 2 OF 2)**

**APPLICATION TO RENT/SCREENING FEE (LRA PAGE 2 OF 2)**

Produced with ZipForm® by ZipLogic 18070 Frian Ave Road, Fraser, Michigan 48026 [www.ziplogic.com](http://www.ziplogic.com)

Form 100 rental

JA000166

# **EXHIBIT 26**



# Nevada Title Company

May 16, 2017

THE BANK OF NEW YORK MELLON  
C/O: WRIGHT FINLAY % ZAK LLP  
MICHAEL S. KELLY  
7785 WEST SAHARA AVENUE SUITE 200  
LAS VEGAS, NV 89117

RE: FORECLOSURE PROCEEDING NO.: 17-04-0101-FCL

YOU ARE HEREBY NOTIFIED that the holder of the obligation secured by the Deed(s) of Trust listed in the attached Notice of Breach and Election to Sell under Deed of Trust, has executed and delivered to the undersigned, as duly appointed or substituted Trustee under said Deed(s) of Trust, a Declaration of Default and a NOTICE OF BREACH AND ELECTION TO SELL under Deed(s) of Trust to satisfy the obligations secured thereby, said notice having been recorded on May 15, 2017.

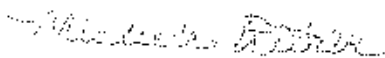
PROPERTY IN FORECLOSURE MAY BE SOLD WITHOUT ANY COURT ACTION.

You may have the legal right to cure the breach of the obligation plus pay permitted costs and expenses. Please contact our office for the applicable date as provided by Nevada Revised Statutes Chapter 107.

For information as to the amount you must pay to cure the breach of the obligation and to arrange for payment, or if your property is in foreclosure for any other reason, contact the undersigned immediately. All payments for redemption should be deposited with NEVADA TITLE COMPANY by bank CASHIER'S CHECK or WIRE TRANSFER.

YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NEVADA TITLE COMPANY

By:   
Michele Dobar  
Trustee Sales

Certified Mail  
Return Receipt Requested

Inst #: 20170515-0000474

Fee: \$223.00

N/C Fee: \$26.00

05/15/2017 08:04:04 AM

Receipt #: 3000811

Requestor:

NEVADA TITLE LAS VEGAS

Recorded By: CHONGMA Pgs: 7

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 124-26-311-029, 161-10-511-072, 160-22-817-093,  
160-22-817-095, 162-16-810-355, 162-16-810-067,  
177-20-813-127, 140-23-217-065, 124-34-512-057,  
163-24-612-588, 163-24-612-639, 163-24-612-798,  
163-24-612-500, 124-17-313-075, 179-17-611-091,  
179-17-611-076, 179-17-611-044, 138-28-613-007,  
138-27-413-052, 163-05-415-200, 179-31-714-007,  
162-11-511-093 and 140-21-611-018

**Property Addresses:**

1217 Nava Ranch Ave., North Las Vegas, NV 89031  
6575 Shining Sand Ave., Las Vegas, NV 89142  
30 Strada Di Villaggio Unit 321, Henderson, NV 89011  
30 Strada Di Villaggio Unit 323, Henderson, NV 89011  
230 E. Flamingo Rd. 330, Las Vegas, NV 89169  
210 E. Flamingo Rd. 209, Las Vegas, NV 89169  
2615 W. Gary Ave. 1065, Las Vegas, NV 89123  
6800 E. Lake Mead Blvd 1033, Las Vegas, NV 89156  
5520 Hidden Rainbow St., North Las Vegas, NV 89031  
4921 Indian River Dr. 112, Las Vegas, NV 89103  
5009 Indian River Dr. 155, Las Vegas, NV 89103  
5295 Indian River Dr. 314, Las Vegas, NV 89103  
4400 Sandy River Dr. 16, Las Vegas, NV 89103  
7533 Lintwhite St., North Las Vegas, NV 89084  
601 Cabrillo Cir. Ut 1291, Henderson, NV 89015  
601 Cabrillo Cir. Ut 1076, Henderson, NV 89015  
601 Cabrillo Cir. Ut 644, Henderson, NV 89015  
1204 Observation Dr. Ut 102, Las Vegas, NV 89128  
101 Luna Way Ut 145, Las Vegas, NV 89145  
2200 S. Fort Apache Rd. Ut 1104, Las Vegas, NV 89117  
665 Monument Point St., Henderson, NV 89002  
2080 Karen Ave 93, Las Vegas, NV 89109  
5782 Camino Ramon Ave, Las Vegas, NV 89156

**RETURN TO/TRUSTEE CONTACT INFO:**

NEVADA TITLE COMPANY  
2500 N. BUFFALO DRIVE NO. 150  
LAS VEGAS, NEVADA 89128  
(702) 251-5236

**NOTICE OF BREACH AND ELECTION TO SELL UNDER DEEDS OF TRUST**

FORECLOSURE NO.: 17-04-0101-FCL

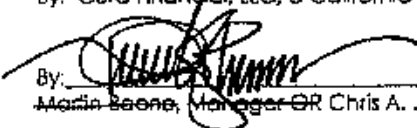
**NOTICE IS HEREBY GIVEN:**

That Nevada Title Company, a Nevada Corporation, is the current Trustee under a Deed of Trust dated May 27, 2014, recorded in Book 20140529, as Document No. 0001342, re-recorded in Book 20170424 as Document No. 0000178; a Deed of Trust dated June 17, 2014, recorded in Book 20140718, as Document No. 0001253, re-recorded in Book 20170424 as Document No. 0000179; a Deed of Trust dated June 17, 2014, recorded in Book 20140724, as Document No. 0001268, re-recorded in Book

JA000169

DATED this 10<sup>th</sup> day of MAY, 2017.

Omni Financial, LLC, a California limited liability company  
By: Cura Financial, LLC, a California limited liability company, Its Manager

By:   
Chris A. Johnson, Manager OR Chris A. Johnson, Manager

State of \_\_\_\_\_

County of \_\_\_\_\_

} ss.

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

See attached

JA000170

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE**  
**NRS § 107.080(2)(c)**

STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ ) SS:

The affiant, CHRIS A. JOHNSON,  
being first duly sworn upon oath, based on my direct, personal knowledge, or personal knowledge that I acquired by a review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the deed of trust, which business records meet the standards set forth in NRS § 51.135, and under penalty of perjury attests that I am the authorized representative of the beneficiary, of the deed of trust described in the Notice of Breach and Election to Sell Under Deeds of Trust to which this affidavit is attached (the "Deed of Trust").

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS § 107.080(2)(c):

1. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Nevada Title Company  
2500 N. Buffalo Drive, Suite 150  
Las Vegas, NV 89128-7851

The full name and business address of the current holder of the note secured by the Deed of Trust and the current beneficiary of record of the Deed of Trust is:

Omni Financial, LLC  
1260 41st Avenue, Suite C  
Capitola, CA 95010

The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

N/A

2. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, is (i) in actual or constructive possession of the note secured by the Deed of Trust, or (ii) is entitled to enforce the obligation or debt secured by the Deed of Trust.
3. The beneficiary or its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust, or the trustee, or an attorney representing any of those persons, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:
- a. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;
  - b. The amount in default;
  - c. The principal amount of the obligation or debt secured by the Deed of Trust;

JA000171

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Santa Cruz  
 On May 10, 2017 before me, Suan Heoh Lim, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Chris A Johnson  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
 Signature of Notary Public

No. 2084611  
Exp. Oct. 14, 2018

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Affidavit of Authority to Exercise the power of Sale  
 Document Date: 5/10/2017 Number of Pages: 2  
 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer is Representing: \_\_\_\_\_



# **EXHIBIT 27**

Nevada Title Company  
2500 N BUFFALO DR STE 150  
LAS VEGAS, NV 89128-7854  
17-04-0101-FCL

---

USPS CERTIFIED MAIL



9214 8901 7186 9300 0000 0415 68

---

FIRST 100 LLC  
WEIL & DURRANT NEIL B DURRANT  
DONNA DIMAGGIO  
2500 ANTHEM VILLAGE DRIVE  
HENDERSON NV 89052

Return Ref#: 17-04-0101-FCL

JA000174



# Nevada Title Company

---

2500 N. Buffalo Drive, Suite 150, Las Vegas, NV 89128-7851 702-251-5236 FAX: 702-938-1900

August 11, 2017

FIRST 100 LLC  
WEIL & DURRANT  
NEIL B. DURRANT  
DONNA DIMAGGIO  
2500 ANTHEM VILLAGE DRIVE  
HENDERSON, NV 89052

Re: Trustee Sale No. 17-04-0101-FCL

We are enclosing herewith a copy of the Notice of the above Trustee's sale, the date of which has been set as September 12, 2017, and will be held at the location set forth in the attached Notice.

Publication will be on August 15, 2017, August 22, 2017 and August 29, 2017.

Sincerely,

*Michele Dobar*

Michele Dobar  
Foreclosure Officer

Enclosures

Certified Mail  
Return Receipt Requested

2500 N. Buffalo Drive, Suite 150, Las Vegas, NV 89128-7851 702-251-5236 FAX: 702-938-1900

JA000175

APN: 124-26-311-029, 161-10-511-072,  
160-22-817-093, 160-22-817-095, 162-16-810-355,  
162-16-810-067, 177-20-813-127, 140-23-217-065,  
124-34-512-057, 163-24-612-588, 163-24-612-639,  
163-24-612-798, 163-24-612-500, 124-17-313-075,  
179-17-611-091, 179-17-611-076, 179-17-611-044,  
138-28-613-007, 138-27-413-052, 163-05-415-200,  
179-31-714-007, 162-11-511-093 and  
140-21-611-018

Return to/Trustee contact info:  
Nevada Title Company  
2500 N. Buffalo Drive, Suite 150  
Las Vegas, NV 89128-7851  
(702)251-5000

Inst #: 20170815-0000144

Fee: \$30.00

N/C Fee: \$25.00

08/15/2017 08:04:50 AM

Receipt #: 43166182

Requestor:

NEVADA TITLE LAS VEGAS

Recorded By: ANI Pgs: 14

DEBBIE CONWAY

CLARK COUNTY RECORDER

### **NOTICE OF TRUSTEE'S SALE**

**TRUSTEE SALE NO 17-04-0101-FCL**

**DATED: August 11, 2017**

On September 12, 2017 at 09:30 AM, Nevada Title Company, as duly appointed or substituted Trustee under and pursuant to Deed of Trust dated May 27, 2014, recorded in Book 20140529, as Document No. 0001342, re-recorded in Book 20170424 as Document No. 0000178; a Deed of Trust dated June 17, 2014, recorded in Book 20140718, as Document No. 0001253, re-recorded in Book 20170424 as Document No. 0000179; a Deed of Trust dated June 17, 2014, recorded in Book 20140724, as Document No. 0001268, re-recorded in Book 20161005, as Document No. 0002290, re-recorded in Book 20170424 as Document No. 0000180; a Deed of Trust dated August 4, 2014, recorded in Book 20140805, as Document No. 0001527, re-recorded in Book 20161005, as Document No. 0002289, re-recorded in Book 20170410, as Document No. 0000702; a Deed of Trust dated August 4, 2014, recorded in Book 20140805, as Document No. 0001529, re-recorded in Book 20161005, as Document No. 0002288, re-recorded in Book 20170424 as Document No. 0000181; a Deed of Trust dated August 4, 2014, recorded in Book 20140826, as Document No. 0001916, re-recorded in Book 20161005, as Document No. 0002287, and as modified or amended, if applicable, in the Office of the County Recorder of CLARK County, Nevada executed by First 100, LLC in favor of Omni Financial, LLC as current beneficiary by reason of now continuing default in the payment or performance of obligations secured by said Deed of Trust, including the Notice of Breach and Election to Sell Under Deed of Trust which was recorded in the Office of the County Recorder of CLARK County, Nevada, by the beneficiary and the undersigned more than three months prior to the date thereof, WILL CAUSE TO BE SOLD AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at the time of sale in lawful money of the United States of America) at the front entrance to Nevada Legal News located at 930 S. Fourth Street, Las Vegas, Nevada, 89101, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as:

**PARCEL 1: APN: 179-17-611-044**

**PARCEL 1:**  
AN UNDIVIDED 1/16 INTEREST AS TENANT IN COMMON IN THE COMMON AREA OF PHASE 2 OF AMENDED PLAT OF CABRILLO TERRACE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 52 OF PLATS, PAGE 5 OF OFFICIAL RECORDS. IN THE OFFICE OF THE COUNTY RECORDER OF CLARK

JA000176

COUNTY, NEVADA AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 5, 1991 IN BOOK 910605 AS INSTRUMENT NO. 00740 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THE FOLLOWING:

ALL LIVING UNITS AND EXCLUSIVE USE AREAS AS SHOWN IN PHASE 2 OF CABRILLO TERRACE.

AND RESERVING THEREFROM:

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNED AS EXCLUSIVE USE AREAS AS SHOWN ON CONDOMINIUM PLAT REFERRED TO ABOVE.

AND FURTHER RESERVING THEREFROM:

FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN FUTURE PHASES NON-EXCLUSIVE EASEMENTS, ON, OVER AND ACROSS THE COMMON AREAS AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE THE INGRESS, EGRESS AND RECREATIONAL USE, SUBJECT TO THE TERMS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 10, 1992 IN BOOK 920310 AS DOCUMENT NO. 00314, CLARK COUNTY, NEVADA TO WHICH REFERENCE HEREAFTER MADE.

PARCEL II:  
LIVING UNIT FORTY-FOUR (44) IN BUILDING SIX (6) AS SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE.

PARCEL III:  
THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREA, BEING DESCRIBED IN COVENANTS, CONDITIONS, AND RESTRICTIONS REFERRED TO ABOVE AS COVERED PARKING SPACES, PATIOS, AND STAIRCASES (EXCLUSIVE USE AREAS) WHICH ARE APPURTENANT TO AND FOR THE USE OF PARCEL II.

PARCEL IV:  
A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE, ON, OVER, AND UNDER THE COMMON AREAS IN FUTURE PHASES, WHICH EASEMENT IS APPURTENANT TO PARCELS I, II AND III DESCRIBED ABOVE.

**PARCEL 2: APN: 163-05-415-200**

PARCEL I - UNIT:  
LIVING UNIT 1104 IN BUILDING 13 AS SHOWN ON THE FINAL MAP OF CANYON LAKE A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 128 OF PLATS, PAGE 30, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL II - COMMON ELEMENTS:  
1/504TH INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RESIDENCE AT CANYON GATE HOMEOWNERS ASSOCIATION, INC., RECORDED DECEMBER 1, 2005, IN BOOK 20051201 AS DOCUMENT NO. 04300 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL I ABOVE, NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

**PARCEL III – LIMITED COMMON ELEMENTS:**

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS I AND II IN THE DECLARATION.

**PARCEL IV – APPURTENANT EASEMENTS:**

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS I, II AND III ABOVE.

**PARCEL 3: APN: 179-17-611-076**

**PARCEL I:**

AN UNDIVIDED 1/16 INTEREST AS TENANT IN COMMON IN THE COMMON AREA OF PHASE 2 OF AMENDED PLAT OF CABRILLO TERRACE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 52 OF PLATS, PAGE 5 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 5, 1991 IN BOOK 910605 AS INSTRUMENT NO. 00740 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THE FOLLOWING:

ALL LIVING UNITS AND EXCLUSIVE USE AREAS AS SHOWN IN PHASE 2 OF CABRILLO TERRACE.

AND RESERVING THEREFROM:

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNED AS EXCLUSIVE USE AREAS AS SHOWN ON CONDOMINIUM PLAT REFERRED TO ABOVE.

AND FURTHER RESERVING THEREFROM:

FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN FUTURE PHASES NON-EXCLUSIVE EASEMENTS, ON, OVER AND ACROSS THE COMMON AREAS AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE THE INGRESS, EGRESS AND RECREATIONAL USE, SUBJECT TO THE TERMS AS SET FORTH IN THE DECLARATION OF CONVENTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 10, 1992 IN BOOK 920310 AS DOCUMENT NO. 00314, CLARK COUNTY, NEVADA TO WHICH REFERENCE HEREAFTER MADE.

**PARCEL II:**

LIVING UNIT SEVENTY-SIX (76) IN BUILDING TEN (10) AS SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE.

**PARCEL III:**

THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREA, BEING DESCRIBED IN COVENANTS, CONDITIONS, AND RESTRICTIONS REFERRED TO ABOVE AS COVERED PARKING SPACES, PATIOS, AND STAIRCASES (EXCLUSIVE USE AREAS) WHICH ARE APPURTENANT TO AND FOR THE USE OF PARCEL II.

**PARCEL IV:**

A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE, ON, OVER, AND UNDER THE COMMON AREAS IN FUTURE PHASES, WHICH EASEMENT IS APPURTENANT TO PARCELS

I, II AND III DESCRIBED ABOVE.

**PARCEL 4: APN: 138-27-413-052**

**PARCEL I:**

AN UNDIVIDED 1/46 INTEREST IN COMMON AREA LOT SIX (6) OF THE AMENDED MAP OF THE AMENDED MAP OF SPRING OAKS - 3 - CONDOMINIUM SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 45 AND BY AMENDED MAP THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 93, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA AND BY THOSE CERTAIN CERTIFICATES OF AMENDMENT RECORDED JUNE 29, 1990 IN BOOK 900629 AS INSTRUMENT NO. 01100 AND FEBRUARY 19, 1991 AS DOCUMENT NO. 00462.

EXCEPTING THEREFROM ALL LIVING UNITS SHOWN UPON SAID PLAT AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS RECORDED AUGUST 1, 1990 IN BOOK 900801 OF OFFICIAL RECORDS AS DOCUMENT NO. 00603.

RESERVING THEREFROM FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUM LOCATED ON COMMON AREA LOTS 1, 2, 3 AND 4 AND 5, NON-EXCLUSIVE EASEMENTS OVER AND UNDER THE COMMON ARE OF LOT 2, AS SHOWN ON THE PLATS AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS.

FURTHER EXCEPTING THEREFROM THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS RESTRICTED COMMON AREA ON THE PLAT OF SAID SUBDIVISION.

**PARCEL II:**

LIVING UNIT NO. FIFTY-TWO (52) AS SHOWN ON THE AMENDED MAP OF SPRING OAKS, 3 - CONDOMINIUM SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 45 AND BY AMENDED MAPS THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 93 AND BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 29, 1990 IN BOOK 900629 OF OFFICIAL RECORDS AS DOCUMENT NO. 01100, AND AS FURTHER AMENDED BY MAP THEREOF ON FILE IN BOOK 47 OF PLATS, PAGE 89, AND AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 19, 1991 IN BOOK 910219 OF OFFICIAL RECORDS AS DOCUMENT NO. 00462, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS.

**PARCEL III:**

THE EXCLUSIVE RIGHT TO USE AND POSSESSION OF THOSE PORTIONS DESIGNATED AS RESTRICTED COMMON AREA WHICH ARE ADJACENT TO PARCEL II ABOVE AND AS SHOWN ON THE PLAT OF SAID SUBDIVISION

**PARCEL IV**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND RECREATIONAL USE ON, OVER AND UNDER THE COMMON AREA OF LOTS 1, 2, 3, 4 AND 5, WHICH EASEMENT IS APPURTENANT TO PARCELS I AND II ABOVE. THIS EASEMENT SHALL BECOME EFFECTIVE UPON RECORDATION OF A DECLARATION OF ANNEXATION DECLARING ANY UNIT IN SAID LOT TO BE SUBJECT TO SAID DECLARATION OF RESTRICTIONS.

**PARCEL 5: APN: 138-28-613-007**

**PARCEL I:**

AN UNDIVIDED 1/52ND FRACTIONAL INTEREST AS TENANT-IN-COMMON IN AND TO AMENDED MAP OF A PORTION OF ROCK SPRINGS VISTA - UNIT 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, ON OCTOBER 16, 1987 IN BOOK 38, PAGE 18 OF PLATS, AS INSTRUMENT NO 00549.

EXCEPTING THEREFROM THE FOLLOWING:

UNITS 101, 102, 201, AND 202 IN BUILDINGS 7, 8, 9, 10, 11, 12 AND 13 OF AMENDED MAP OF A PORTION OF ROCK SPRINGS VISTA-UNIT 2, CONDOMINIUM PLAN RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, ON OCTOBER 16, 1987 AS INSTRUMENT NO. 00549.

AND RESERVING THEREFROM:

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS RESTRICTED COMMON AREA, SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE:

AND FURTHER RESERVING THEREFROM FOR THE BENEFIT OF PHASE 1 OF SAID PHASE IS REFERRED TO IN THE DECLARATION OF COVENANTS, RESTRICTIONS RECORDED SEPTEMBER 17, 1987 IN BOOK 870917 OF OFFICIAL RECORDS AS INSTRUMENT NO. 00364, NON-EXCLUSIVE EASEMENTS ON, OVER AND UNDER THE COMMON AREA AS DEFINED AND SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE FOR INGRESS, EGRESS, AND RECREATIONAL USE, SUBJECT TO THE TERMS AND AS MORE PARTICULARLY SET FORTH IN THE DECLARATION OF RESTRICTIONS TO WHICH REFERENCE IS HEREAFTER MADE, EXCEPTING FROM THE COMMON AREA ANY RESIDENTIAL BUILDINGS THEREON AND ANY PORTION THEREOF WHICH IS DESIGNATED AS A RESTRICTED COMMON AREA.

PARCEL II:

LIVING UNIT NO. ONE- HUNDRED TWO (102) IN BUILDING EIGHT (8) SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE, AND DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HEREIN REFERRED TO.

PARCEL III:

THE EXCLUSIVE RIGHT TO USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF PARCEL I DESCRIBED ABOVE, AS RESTRICTED COMMON AREAS ON THE CONDOMINIUM PLAN REFERRED TO ABOVE WHICH RIGHT IS APPURTENANT TO PARCELS I AND II ABOVE DESCRIBED.

PARCEL IV:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE COMMON AREA OF PHASE I AS SAID PHASE IS DESCRIBED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS REFERRED TO HEREIN. THE COMMON AREA REFERRED TO HEREIN AS PHASE I AS DESCRIBED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, EXCEPTING THEREFROM ANY RESIDENTIAL BUILDING THEREON AND ANY PORTION THEREOF WHICH MAY BE DESIGNATED AS AN EXCLUSIVE USE AREA

**PARCEL 6: APN: 179-17-611-091**

PARCEL I:

AN UNDIVIDED 1/16 INTEREST AS TENANT IN COMMON IN THE COMMON AREA OF PHASE 2 OF AMENDED PLAT OF CABRILLO TERRACE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 52 OF PLATS, PAGE 5 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 5, 1991 IN BOOK 910605 AS INSTRUMENT NO. 00740 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THE FOLLOWING:

ALL LIVING UNITS AND EXCLUSIVE USE AREAS AS SHOWN IN PHASE 2 OF CABRILLO TERRACE.

AND RESERVING THEREFROM:



THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNED AS EXCLUSIVE USE AREAS AS SHOWN ON CONDOMINIUM PLAT REFERRED TO ABOVE.

AND FURTHER RESERVING THEREFROM:

FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN FUTURE PHASES NON-EXCLUSIVE EASEMENTS, ON, OVER AND ACROSS THE COMMON AREAS AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE THE INGRESS, EGRESS AND RECREATIONAL USE, SUBJECT TO THE TERMS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 10, 1992 IN BOOK 920310 AS DOCUMENT NO. 00314, CLARK COUNTY, NEVADA TO WHICH REFERENCE HEREAFTER MADE.

**PARCEL II:**  
LIVING UNIT NINETY-ONE (91) IN BUILDING TWELVE (12) AS SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE.

**PARCEL III:**  
THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREA, BEING DESCRIBED IN COVENANTS, CONDITIONS, AND RESTRICTIONS REFERRED TO ABOVE AS COVERED PARKING SPACES, PATIOS, AND STAIRCASES (EXCLUSIVE USE AREAS) WHICH ARE APPURTENANT TO AND FOR THE USE OF PARCEL II.

**PARCEL IV:**  
A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE, ON, OVER, AND UNDER THE COMMON AREAS IN FUTURE PHASES, WHICH EASEMENT IS APPURTENANT TO PARCELS I, II AND III DESCRIBED ABOVE.

**PARCEL 7: APN: 162-16-810-067**

**PARCEL I:**  
UNIT 229 ("UNIT") IN BUILDING 1 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 0001551 IN BOOK 20050601 OFFICIAL RECORDS, CLARK COUNTY NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION")

**PARCEL II:**  
TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL III:**  
TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL IV:**  
TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL 8: APN: 124-34-512-057**

**PARCEL I:**

LOT (57) IN BLOCK (2) OF ANN GOLDFIELD, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 120, OF PLATS, PAGE 47, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERRED HEREIN ABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL I.

**PARCEL 9: APN: 140-23-217-065**

**PARCEL I:**

UNIT 1033 IN BUILDING 5, AS SHOWN ON THE FINAL MAP OF AMENDED PLAT OF MOUNTAINSIDE COMMUNITY SUBDIVISION, FILED IN BOOK 50, OF PLATS, PAGE 29, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER CLARK COUNTY, NEVADA AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AMENDED PLAT OF MOUNTAINSIDE COMMUNITY SUBDIVISION, RECORDED SEPTEMBER 24, 1993 AS INSTRUMENT NO. 01167 IN BOOK 930924, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("MOUNTAINSIDE COMMUNITY SUBDIVISION DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE MOUNTAINSIDE COMMUNITY SUBDIVISION DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE MOUNTAINSIDE COMMUNITY SUBDIVISION DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE MOUNTAINSIDE COMMUNITY SUBDIVISION.

**PARCEL 10: APN: 124-26-311-029**

LOT 29, BLOCK 1 OF JAYCOX UNIT 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE 17, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL 11: APN: 162-16-810-355**

**PARCEL I:**

UNIT 308 ("UNIT") IN BUILDING 3 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 0001551 IN BOOK 20050601 OFFICIAL RECORDS, CLARK COUNTY NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION")

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL

COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL 12: APN: 161-10-511-072**

LOT 72 IN BLOCK 1 OF SAHARA SUNRISE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 91 OF PLATS, PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER CLARK COUNTY, NEVADA.

**PARCEL 13: APN: 177-20-813-127**

**PARCEL I - UNIT:**

LIVING UNIT (1065) IN BUILDING (17), AS SHOWN ON THE FINAL MAP OF ST. JAMES PLACE, A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 128 OF PLATS, PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

**PARCEL II - COMMON ELEMENTS:**

AN UNDIVIDED 1/180TH INTEREST AS TENANT IN COMMON IN THE COMMON ELEMENTS AS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHGATE CONDOMINIUMS RECORDED JANUARY 10, 2006 IN BOOK 20060110 AS DOCUMENT NO. 03501 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM ALL UNITS AS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM FOR THE BENEFIT OF OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (I) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN AND TO THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

**PARCEL III - LIMITED COMMON ELEMENTS:**

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS DEFINED AND DESCRIBED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS I AND II IN THE DECLARATION.

**PARCEL IV - APPURTENANT EASEMENTS:**

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENT IS APPURTENANT TO PARCELS I, II AND III DESCRIBED ABOVE.

**PARCEL 14: APN: 160-22-817-093**

**PARCEL I:**

UNIT (321) ("UNIT"), AS SHOWN ON THE FINAL AMENDED MAP OF MONTELAGO VILLAGE AT LAKE LAS VEGAS AKA "VIERA CONDOMINIUM", FILED IN BOOK 111 OF PLATS, PAGE 88, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDED, CLARK COUNTY, NEVADA, ("AMENDED PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VIERA CONDOMINIUM, RECORDED AUGUST 1, 2003 AS INSTRUMENT NO. 03418 IN BOOK 20030801, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("VIERA DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL 15: APN: 160-22-817-095**

**PARCEL I:**

UNIT (323) ("UNIT"), AS SHOWN ON THE FINAL AMENDED MAP OF MONTELAGO VILLAGE AT LAKE LAS VEGAS AKA "VIERA CONDOMINIUM", FILED IN BOOK 111 OF PLATS, PAGE 88, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDED, CLARK COUNTY, NEVADA, ("AMENDED PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VIERA CONDOMINIUM, RECORDED AUGUST 1, 2003 AS INSTRUMENT NO. 03418 IN BOOK 20030801, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("VIERA DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL 16: APN: 124-17-313-075**

LOT 155, BLOCK 3 OF SUN CITY ALIANTE UNIT 4, PHASE 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 112 OF PLATS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL 17: APN: 163-24-612-500**

**PARCEL I:**

UNIT 968 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 18: APN: 163-24-612-588**

**PARCEL I:**

UNIT 1056 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 16 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 19: APN: 163-24-612-639**

**PARCEL I:**

UNIT 1107 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF

N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 20: APN: 163-24-612-798**

**PARCEL I:**

UNIT 266 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 21: APN: 179-31-714-007**

**PARCEL I:**

LOT 7 OF FINAL MAP OF HORIZON HEIGHTS PHASE II (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 119 OF PLATS, PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

**PARCEL II:**

AN EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE STREET AND COMMON ELEMENTS AS SHOWN AND DELINEATED ON SAID MAP.

**PARCEL 22: APN: 140-21-611-018**

**PARCEL I:**

LOT SIXTY (60) IN BLOCK TWO (2) OF TIERRA MESA, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 108, OF PLATS, PAGE 24, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL I.

**PARCEL 23: APN: 162-11-511-093**

**PARCEL I:**

LOT (93) IN BLOCK (6) OF VALLEY DEL PARADISO, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE N.R.S. 117.020 RECORDED IN BOOK 29, OF PLATS, PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF VALLEY DEL PARADISO) RECORDED MAY 11, 1983 IN BOOK 1732 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 1691792, AND ANY AMENDMENTS THERETO.

**PARCEL II:**

AN UNDIVIDED ONE NINETY-SIXTH (1/96) FEE SIMPLE INTEREST AS TENANTS IN COMMON IN AND TO THE COMMON AREA SHOWN UPON THE PLAT OF VALLEY DEL PARADISO, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE N.R.S. 117.020 RECORDED IN BOOK 29, OF PLATS, PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF VALLEY DEL PARADISO) RECORDED MAY 11, 1983 IN BOOK 1732 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 1691792, AND ANY AMENDMENTS THERETO.

**PARCEL III:**

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE, DRAINAGE, ENCROACHMENT, SUPPORT, MAINTENANCE, REPAIRS AND FOR ALL PURPOSES AS SHOWN IN THE PLAT AND AS DESCRIBED IN THE DECLARATION.

Commonly known as: 1217 Neva Ranch Ave., North Las Vegas, NV 89031; 6575 Shining Sand Ave., Las Vegas, NV 89142; 30 Strada Di Villaggio Unit 321, Henderson, NV 89011; 30 Strada Di Villaggio Unit 323, Henderson, NV 89011; 230 E. Flamingo Rd. 330, Las Vegas, NV 89169; 210 E. Flamingo Rd. 209, Las Vegas, NV 89169; 2615 W. Gary Ave. 1065, Las Vegas, NV 89123; 6800 E. Lake Mead Blvd 1033, Las Vegas, NV 89156; 5520 Hidden Rainbow St., North Las Vegas, NV 89031; 4921 Indian River Dr. 112, Las Vegas, NV 89103; 5009 Indian River Dr. 155, Las Vegas, NV 89103; 5295 Indian River Dr. 314, Las Vegas, NV 89103; 4400 Sandy River Dr. 16, Las Vegas, NV



89103; 7533 Unlwhite St., North Las Vegas, NV 89084; 601 Cabrillo Cir, Ut 1291, Henderson, NV 89015; 601 Cabrillo Cir, Ut 1076, Henderson, NV 89015; 601 Cabrillo Cir, Ut 644, Henderson, NV 89015; 1204 Observation Dr, Ut 102, Las Vegas, NV 89128; 101 Luna Way Ut 145, Las Vegas, NV 89145; 2200 S. Fort Apache Rd. Ut 1104, Las Vegas, NV 89117; 665 Monument Point St., Henderson, NV 89002; 2080 Karen Ave 93, Las Vegas, NV 89109; 5782 Camino Ramon Ave, Las Vegas, NV 89156

APN: 124-26-311-029, 161-10-511-072, 160-22-817-093, 160-22-817-095, 162-16-810-355, 162-16-810-067, 177-20-813-127, 140-23-217-065, 124-34-512-057, 163-24-612-588, 163-24-612-639, 163-24-612-798, 163-24-612-500, 124-17-313-075, 179-17-611-091, 179-17-611-076, 179-17-611-044, 138-28-613-007, 138-27-413-052, 163-05-415-200, 179-31-714-007, 162-11-511-093 and 140-21-611-018

If a street address or common designation of property is shown, no warranty is given as to its completeness or correctness.

Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the obligations secured by said Deed of Trust, to wit: \$2,300,000.00 with interest, fees, premiums and charges thereon, as provided in said note and related loan documents, advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of Trustee and of the Trusts created by said Deed of Trust.

NEVADA TITLE COMPANY, A NEVADA CORPORATION

By: Michele Dobar  
Michele Dobar, Trustee Sale Officer

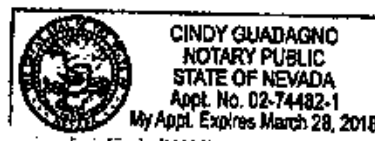
Published in Nevada Legal News on the following dates:  
August 15, 2017, August 22, 2017, August 29, 2017

STATE OF NEVADA  
COUNTY OF CLARK

This instrument was acknowledged before me on August 11, 2017 by Michele Dobar, as Trustee Sale Officer of Nevada Title Company.

Signature Cindy Guadagno  
(Notary Public)

Cindy Guadagno  
No. 02-74482-1  
Exp. March 28, 2018



# **EXHIBIT 28**

**TRO**  
BART K. LARSEN, ESQ.  
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ERIC D. WALTHER, ESQ.  
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ewalther@klnevada.com

*Attorneys for Plaintiff*  
*Kal-Mor-USA, LLC*

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

\* \* \*

KAL-MOR-USA, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; FIRST 100, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROE ENTITIES I through X, inclusive,

Defendants.

CASE NO. A-17-757061-C

DEPT. NO. 18

**TEMPORARY RESTRAINING  
ORDER AND ORDER TO SHOW  
CAUSE WHY A MOTION FOR  
PRELIMINARY INJUNCTION  
SHOULD NOT ISSUE**

Plaintiff KAL-MOR-USA, LLC's ("Kal-Mor") Motion for Temporary Restraining Order and for Order to Show Cause Why a Preliminary Injunction Should Not Issue (the "Motion") came on for hearing before Department 18 of the Eighth Judicial District Court in Chambers on the \_\_\_\_ day of August, 2017. The Court, having reviewed all pleadings and papers filed in connection with the Motion, finds that good cause exists to immediately grant the relief requested in the Motion. Accordingly,

IT IS HEREBY ORDERED that the Motion is GRANTED based upon the following Preliminary Findings made pursuant to Nev. R. Civ. P. 65(b):

1. Kal-Mor holds legal title to and ownership interests in the nine (9) Kal-Mor Properties identified in the Motion and described as follows:

- a. The real property commonly known as 1217 Neva Ranch Avenue, North Las Vegas, Nevada 89081, also designated as Clark County Assessor Parcel Number ("APN") 124-26-311-029;
- b. The real property commonly known as 230 East Flamingo Road #330, Las Vegas, Nevada 89169, also designated as APN 162-16-810-355;
- c. The real property commonly known as 2615 West Gary Avenue #1065, Las Vegas, Nevada 89123, also designated as APN 177-20-813-127;
- d. The real property commonly known as 6575 Shining Sand Avenue, Las Vegas, Nevada 89142, also designated as APN 161-10-511-072;
- e. The real property commonly known as 4921 Indian River Drive #112, Las Vegas, Nevada 89103, also designated as APN 163-24-612-588;
- f. The real property commonly known as 5009 Indian River Drive #155, Las Vegas, Nevada 89103, also designated as APN 163-24-612-639;
- g. The real property commonly known as 5295 Indian River Drive #314, Las Vegas, Nevada 89103, also designated as APN 163-24-612-798;
- h. The real property commonly known as 4400 Sandy River Drive #16, Las Vegas, Nevada 89103, also designated as APN 163-24-612-500; and
- i. The real property commonly known as 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156, also designated as APN 140-21-611-018.

2. Defendant Omni Financial, LLC ("Omni") claims to hold security interests the Kal-Mor Properties under the various deeds of trust it received from Defendant First 100, LLC ("First 100") as collateral for a loan of up to \$5 million (the "Omni Loan") that Omni made to First 100 on May 27, 2014.

3. Kal-Mor was not a party to the Omni Loan transaction, did not receive any proceeds of the Omni Loan, and is not indebted to Omni in connection with the Omni Loan or otherwise.

1           4.       Kal-Mor purchased its rights and interests in the Kal-Mor Properties from First  
2       100 after the Omni Loan transaction and without any actual knowledge of Omni's claimed  
3       security interests in the Kal-Mor Properties.

4           5.       On February 16, 2017, a final judgment in the amount of \$4.8 million (the "First  
5       100 Judgment") was entered against First 100 and in favor of Omni in a separate action pending  
6       in the United States District Court of the District of Nevada (case no. 2:16-cv-00109-RFB-CWH)  
7       for the unpaid balance of the Omni Loan.

8           6.       Both before and after the entry of the First 100 Judgment, Omni made demands  
9       for rent upon tenants occupying the Kal-Mor Properties based upon assignments of rents  
10      contained within the various deeds of trust it received from First 100 in connection with the  
11      Omni Loan.

12          7.       On May 15, 2017, Omni caused a Notice of Breach and Election to Sell under  
13      Deeds of Trust (the "Notice of Default") to be recorded in the Official Records against the Kal-  
14      Mor Properties as instrument number 20140515-0000474.

15          8.       On August 15, 2017, Omni caused a Notice of Trustee's Sale (the "Notice of  
16      Trustee's Sale") scheduling a non-judicial foreclosure sale of the Kal-Mor Properties for  
17      September 12, 2017 (the "Trustee's Sale") to be recorded in the Official Records against the Kal-  
18      Mor Properties as instrument number 20170815-0000144.

19          9.       Kal-Mor has demonstrated a reasonable probability of success on the merits of its  
20      claims for declaratory relief and quiet title on the basis that the entry of the First 100 Judgment  
21      released and discharged any security interest or lien Omni could claim against the Kal-Mor  
22      Properties as collateral for the Omni Loan.

23          10.      Kal-Mor has further demonstrated that it will suffer irreparable harm if Omni if  
24      the Trustee's Sale of the Kal-Mor Properties scheduled for September 12, 2017 goes forward as  
25      such sale would, among other things, further cloud title to the Kal-Mor Properties and create  
26      uncertainty as to the maintenance and care of the Kal-Mor Properties and the payment of  
27      property taxes, homeowner association assessments, and other charges that could become liens  
28      against the Kal-Mor Properties. Additionally, allowing the Trustee's Sale to occur would

unnecessarily disrupt and interfere with Kal-Mor's business relationships with the tenants that occupy the Kal-Mor Properties.

IT IS FURTHER ORDERED that the forgoing Preliminary Findings are made and set forth herein for the sole purpose of complying with the requirements of Nev. R. Civ. P. 65(b) and are not intended to constitute or be relied upon as a final determination of any issue addressed therein.

IT IS FURTHER ORDERED that Omni is hereby enjoined from and shall immediately cease and desist from making any attempt to enforce any security interest or lien it claims against the Kal-Mor Properties, including, but not limited to, (i) any act intended to cause any of the Kal-Mor Properties to be sold through any non-judicial foreclosure process or proceeding, (ii) the communication of any demand for payment of rent to any tenant in possession of any of the Kal-Mor Properties.

IT IS FURTHER ORDERED that Omni shall immediately instruct Nevada Title Company, or any other trustee it has engaged to act on its behalf in connection with the Trustee's Sale, to immediately cancel and rescind the Notice of Trustee's Sale.

IT IS FURTHER ORDERED that Omni shall take any such additional actions as may be necessary to cause the Trustee's Sale to be immediately cancelled.

IT IS FURTHER ORDERED that this Temporary Restraining Order shall not take effect until such time as Kal-Mor has served notice upon counsel for Omni that it has posted security with the Clerk of Court in the amount of \_\_\_\_\_ for payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained by this Court.

IT IS FURTHER ORDERED that this Temporary Restraining Order shall expire fifteen (15) calendar days after its entry in accordance with NRCP 65(b) unless this Order is expressly extended by further order of this Court.

IT IS FURTHER ORDERED that Omni shall appear before Department 18 of the Eighth Judicial District Court located at 200 Lewis Ave., Las Vegas, Nevada 89155 on the \_\_\_\_ day of August, 2017 at the hour of \_\_\_\_\_ a.m./p.m. to show good cause as to why this Temporary

1 Restraining Order should not be converted to a Preliminary Injunction of a similar scope and  
2 effect.

3 IT IS FURTHER ORDERED that any written opposition Omni may wish the Court to  
4 consider at the above hearing must be filed with the Court and served on Plaintiffs' counsel no  
5 later than the \_\_\_\_ day of August, 2017.

6 THIS TEMPORARY RESTRAINING ORDER IS ISSUED at \_\_\_\_ a.m./p.m. on this  
7 \_\_\_\_ day of August, 2017.

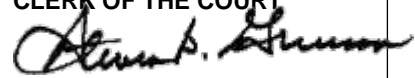
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9 \_\_\_\_\_  
DISTRICT COURT JUDGE

Submitted by:

10 **KOLESAR & LEATHAM**

11 /s/ Bart K. Larsen, Esq.  
12 Bart K. Larsen, Esq.  
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16 (702) 362-7800

17 *Attorney for Plaintiff Kal-Mor-USA, LLC*  
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1 **0064**

2 BART K. LARSEN, ESQ.

3 Nevada Bar No. 8538

4 ERIC D. WALTHER, ESQ.

5 Nevada Bar No. 13611

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15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 \* \* \*

18 KAL-MOR-USA, LLC, a Nevada limited  
19 liability company,

20 Plaintiff,

21 vs.

22 OMNI FINANCIAL, LLC, a foreign limited  
23 liability company; FIRST 100, LLC, a Nevada  
24 limited liability company; DOES I through X;  
25 and ROE ENTITIES I through X, inclusive,

26 Defendants.

27 CASE NO. A-17-757061-C

28 DEPT. NO. 2

**PLAINTIFF'S MOTION FOR  
PARTIAL SUMMARY JUDGMENT**

Date: 10/02/17

Time: 10:30 AM

21 COMES NOW Plaintiff Kal-Mor-USA, LLC ("Kal-Mor"), by and through its attorneys  
22 of record, the law firm of Kolesar & Leatham, and hereby moves this Court to enter an order  
23 granting partial summary judgment against Defendant Omni Financial, LLC ("Omni") as to Kal-  
24 Mor's fourth cause of action for declaratory relief and Kal-Mor's fifth cause of action for quiet  
25 title. More specifically, Kal-Mor moves this Court to enter an order declaring that Omni holds  
26 no security interest or lien in any of the nine (9) separate real properties owned by Kal-Mor that  
27 are at issue in this litigation (as described in greater detail herein, the "Kal-Mor Properties").  
28

KOLESAR & LEATHAM  
400 S. Rampart Boulevard, Suite 400  
Las Vegas, Nevada 89145  
Tel: (702) 362-7800 / Fax: (702) 362-9472



The Motion is made and based upon NRS 30.030 and 30.040, the points and authorities herein, the Declaration of Greg Darroch (the "Darroch Declaration") attached hereto, the papers and pleadings on file, and any additional argument the Court may entertain.

DATED this 25<sup>th</sup> day of August, 2017.

KOLESAR & LEATHAM



BART K. LARSEN, ESQ.  
Nevada Bar No. 8538  
400 South Rampart Boulevard, Suite 400  
Las Vegas, Nevada 89145

*Attorneys for Plaintiff Kal-Mor-USA, LLC*

**NOTICE OF MOTION**

PLEASE TAKE NOTICE that the undersigned will bring the foregoing Motion for Summary Judgment on for hearing on the 02 day of October, 2017, in Department 2 of the above-entitled Court at the hour of 10:30 A.m., or as soon thereafter as counsel may be heard.

DATED this 25<sup>th</sup> day of August, 2017.

KOLESAR & LEATHAM

By 

BART K. LARSEN, ESQ.  
Nevada Bar No. 08538  
ERIC D. WALTHER, ESQ.  
Nevada Bar No. 13611  
400 South Rampart Boulevard, Suite 400  
Las Vegas, Nevada 89145

*Attorneys for Plaintiff Kal-Mor-USA, LLC*

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Kal-Mor purchased the Kal-Mor Properties in 2014 and 2015 from Defendant First 100, LLC ("First 100"), which had acquired the Kal-Mor Properties through homeowner association ("HOA") assessment lien foreclosure sales conducted pursuant to Chapter 116 of Nevada Revised Statutes. Since its purchase of the Kal-Mor Properties, Kal-Mor has made significant investments to renovate, repair, and maintain the Kal-Mor Properties, which it now operates as residential rental properties. Kal-Mor has also pays all property taxes and HOA assessments for each of the Kal-Mor Properties.

First 100, however, failed to disclose to Kal-Mor that it had previously pledged its interests in the Kal-Mor Properties as partial collateral for a \$5 million loan made by Omni to First 100. In early 2016, litigation erupted between Omni and First 100 concerning, among other things, the enforcement of Omni's loan. Omni and First 100 eventually entered into a settlement agreement under which all obligations owed in connection with Omni's loan were released and discharged and replaced with the new obligations set forth in the settlement agreement. Pursuant to that settlement agreement, Omni and First 100 stipulated to the entry of a final judgment against First 100 in the amount of \$4.8 million for the balance of Omni's loan.

As a result of the entry of a final judgment against First 100 for the indebtedness owed on the Omni loan, any security interest or lien Omni might claim against the Kal-Mor Properties was undoubtedly discharged and released pursuant to Nevada's one-action rule as set forth at NRS 40.430 and 40.435. Omni, therefore, holds no valid security interest or lien against any of the Kal-Mor Properties. Additionally, the settlement agreement between Omni and First 100 constituted a novation, which completely replaced the parties' prior agreement and, as a matter of law, discharged and released any security interest or lien Omni could claim against any of the Kal-Mor Properties.

This Court should enter an order granting partial summary judgment and declaring that any security interest or lien Omni could claim against the Kal-Mor Properties as collateral for its loan to First 100 was discharged and released (i) under Nevada's one-action rule as a result of

the entry of a final judgment against First 100 and (ii) also as a matter of law due to the novation of the Omni loan through the settlement agreement between Omni and First 100.

## II. STATEMENT OF FACTS

1. On May 27, 2014, First 100 and Omni entered into a Loan Agreement under which Omni agreed to loan up to \$5,000,000 to First 100. In connection therewith, First 100 executed a Promissory Note dated May 27, 2014 in favor of Omni (the "Omni Loan").<sup>1</sup>

2. Kal-Mor was not a party to the Omni Loan transaction and was not involved in any way in the negotiation or origination of the Omni Loan. Kal-Mor did not receive any proceeds from the Omni Loan and owes no indebtedness to Omni in connection with the Omni Loan or otherwise.<sup>2</sup>

3. The Omni Loan was apparently secured by a Security Agreement dated May 27, 2014 (the "Security Agreement") under which First 100 pledged certain real and personal property as collateral for the Omni Loan.<sup>3</sup>

4. Among other things, the collateral purportedly pledged pursuant to the Security Agreement was evidenced by (i) a Deed of Trust dated May 27, 2014 (the "May 2014 Deed of Trust"), (ii) a Deed of Trust dated June 17, 2014 (the "June 2014 Deed of Trust"), and a Deed of Trust dated August 21, 2014 (the "August 2014 Deed of Trust") and together with the May 2014 Deed of Trust and June 2014 Deed of Trust, the "Deeds of Trust").

5. The May 2014 Deed of Trust was recorded in the official records of the Clark County, Nevada Recorder (the "Official Records") as instrument number 20140529-0001342 on May 29, 2014. Under the May 2014 Deed of Trust, First 100 purported to pledge various real properties as collateral for the Omni Loan, including, but not limited to:

- a. The property commonly known as 1217 Neva Ranch Avenue, North Las Vegas, Nevada 89081, also designated as Clark County Assessor Parcel Number ("APN") 124-26-311-029;

<sup>1</sup> Darroch Declaration, ¶ 3.

<sup>2</sup> *Id.*, ¶ 6.

<sup>3</sup> *Id.*, ¶ 4.

- b. The property commonly known as 230 East Flamingo Road #330, Las Vegas, Nevada 89169, also designated as APN 162-16-810-355;
- c. The property commonly known as 2615 West Gary Avenue #1065, Las Vegas, Nevada 89123, also designated as APN 177-20-813-127; and
- d. The property commonly known as 6575 Shining Sand Avenue, Las Vegas, Nevada 89142, also designated as APN 161-10-511-072.

6. The June 2014 Deed of Trust was recorded in the Official Records as instrument number 20140718-0001253 on July 18, 2014. Under the June 2014 Deed of Trust, First 100 purported to pledge certain additional real properties as collateral for the Omni Loan, including, but not limited to:

- a. The property commonly known as 4921 Indian River Drive #112, Las Vegas, Nevada 89103, also designated as APN 163-24-612-588;
- b. The property commonly known as 5009 Indian River Drive #155, Las Vegas, Nevada 89103, also designated as APN 163-24-612-639;
- c. The property commonly known as 5295 Indian River Drive #314, Las Vegas, Nevada 89103, also designated as APN 163-24-612-798; and
- d. The property commonly known as 4400 Sandy River Drive #16, Las Vegas, Nevada 89103, also designated as APN 163-24-612-500.

7. The August 2014 Deed of Trust was recorded in the Official Records as instrument number 20140826-0001916 on August 26, 2014. Under the August 2014 Deed of Trust, First 100 purported to pledge as collateral for the Omni Loan the real property commonly known as 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156, also designated as APN 140-21-611-018.

8. The August 2014 Deed of Trust, however, did not include any legal description for the property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156.

9. On October 5, 2016, Omni re-recorded the August 2014 Deed of Trust in the Official Records with the legal description for the property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156 attached as Addendum "A" as instrument number 20161005-

0002287.

10. On April 24, 2017, Omni re-recorded the May 2014 Deed of Trust in the Official Records as instrument number 20170424-0000178 in an attempt to correct the incomplete and incorrect legal descriptions set forth in the May 2014 Deed of Trust.

11. On April 24, 2017, Omni re-recorded the June 2014 Deed of Trust in the Official Records as instrument number 20170424-0000179 in an attempt to correct the incomplete and incorrect legal descriptions set forth in the June 2014 Deed of Trust.

**The Purchase of the Kal-Mor Properties**

12. First 100's primary business operations involve the purchase and sale of residential real properties in Clark County, Nevada that are acquired by First 100 through HOA assessment lien foreclosure sales conducted pursuant to the provisions of Chapter 116 of Nevada Revised Statutes. During 2013, 2014, and 2015, Kal-Mor purchased several such properties from First 100, including the nine (9) Kal-Mor Properties discussed below that are the subject of this action.<sup>4</sup>

***1217 Neva Ranch Avenue, North Las Vegas, Nevada 89081***

13. The real property located at 1217 Neva Ranch Avenue, North Las Vegas, Nevada and described more particularly as APN 124-26-311-029 (the "Neva Ranch Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Creekside III Homeowners Association (the "Creekside III HOA").<sup>5</sup>

14. The Creekside III HOA foreclosed upon a lien for delinquent assessments levied against the Neva Ranch Property on or about May 4, 2013 and caused the Nevada Ranch Property to be sold to First 100 for good and valuable consideration. A Foreclosure Deed upon Sale conveying title to the Neva Ranch Property to First 100 was recorded in the Official

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<sup>4</sup> Daroch Declaration, ¶¶ 7-8.

<sup>5</sup> *Id.*, ¶ 9.

Records on May 7, 2013 as instrument number 20130507-0003557.<sup>6</sup>

15. On or about April 6, 2015, First 100 agreed to sell the Neva Ranch Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Neva Ranch Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000740.<sup>7</sup>

***230 East Flamingo Road, #330, Las Vegas, Nevada 89169***

16. The real property located at 230 East Flamingo Road, #330, Las Vegas, Nevada 89169 and described more particularly as APN 162-16-810-355 (the "East Flamingo Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Meridian Private Residences Homeowners Association (the "Meridian HOA").<sup>8</sup>

17. The Meridian HOA foreclosed upon a lien for delinquent assessments levied against the East Flamingo Property on or about July 13, 2013 and caused the East Flamingo Property to be sold to First 100 for good and valuable consideration. A Foreclosure Deed upon Sale conveying title to the East Flamingo Property to First 100 was recorded in the Official Records on July 16, 2013 as instrument number 20130716-0002104.<sup>9</sup>

18. On or about April 9, 2015, First 100 agreed to sell the East Flamingo Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the East Flamingo Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000739.<sup>10</sup>

***2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123***

<sup>6</sup> *Id.*, ¶¶ 10-11. A copy of this deed is attached hereto as Exhibit 1.

<sup>7</sup> *Id.*, ¶ 12. A copy of this deed is attached hereto as Exhibit 2.

<sup>8</sup> *Id.*, ¶ 16.

<sup>9</sup> *Id.*, ¶¶ 17-18. A copy of this deed is attached hereto as Exhibit 3.

<sup>10</sup> *Id.*, ¶ 19. A copy of this deed is attached hereto as Exhibit 4.

19. The real property located at 2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123 and described more particularly as APN 177-20-813-127 (the "West Gary Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Southgate Condominium Unit-Owners' (the "Southgate HOA").<sup>11</sup>

20. The Southgate HOA foreclosed upon a lien for delinquent assessments levied against the West Gary Property on or about May 4, 2013 and caused the West Gary Property to be sold to First 100 for good and valuable consideration. A Foreclosure Deed upon Sale conveying title to the West Gary Property to First 100 was recorded in the Official Records on May 7, 2013 as instrument number 20130507-0003558.<sup>12</sup>

21. On or about April 9, 2015, First 100 agreed to sell the West Gary Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the West Gary Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000742.<sup>13</sup>

***6575 Shining Sand Avenue, Las Vegas, Nevada 89142***

22. The real property located at 6575 Shining Sand Avenue, Las Vegas, Nevada 89142 and described more particularly as APN 161-10-511-072 (the "Shining Sand Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Sahara Sunrise Homeowners Association (the "Sahara HOA").<sup>14</sup>

23. The Sahara HOA foreclosed upon a lien for delinquent assessments levied against the Shining Sand Property on or about September 13, 2011 and took title to the Shining Sand

<sup>11</sup> *Id.*, ¶ 23.

<sup>12</sup> *Id.*, ¶¶ 24-25. A copy of this deed is attached hereto as Exhibit 5.

<sup>13</sup> *Id.*, ¶ 26. A copy of this deed is attached hereto as Exhibit 6.

<sup>14</sup> *Id.*, ¶ 30.

Property through a Trustee's Deed upon Sale recorded in the Official Records on September 14, 2011 as instrument number 20110914-0001783.<sup>15</sup>

24. Sahara HOA later sold the Shining Sand Property to First 100 for valuable consideration on or about March 18, 2014. A Quitclaim Deed transferring title to the Shining Sand Property to First 100 was recorded in the Official Records on March 18, 2014 as instrument number 20140318-0002205.<sup>16</sup>

25. On or about April 10, 2015, First 100 agreed to sell the Shining Sand Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Shining Sand Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002986.<sup>17</sup>

***4921 Indian River Drive, #112, Las Vegas, Nevada 89103***

26. The real property located at 4921 Indian River Drive, #112, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-588 (the "4921 Indian River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Bella Vita Homeowners Association (the "Bella Vita HOA").<sup>18</sup>

27. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the 4921 Indian River Property on or about July 10, 2013 and caused the 4921 Indian River Property to be sold to First 100 for good and valuable consideration. A Deed of Sale conveying title to the 4921 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002749.<sup>19</sup>

<sup>15</sup> *Id.*, ¶ 31. A copy of this deed is attached hereto as Exhibit 7.

<sup>16</sup> *Id.*, ¶ 32. A copy of this deed is attached hereto as Exhibit 8.

<sup>17</sup> *Id.*, ¶ 33. A copy of this deed is attached hereto as Exhibit 9.

<sup>18</sup> *Id.*, ¶ 37.

<sup>19</sup> *Id.*, ¶¶ 38-39. A copy of this deed is attached hereto as Exhibit 10.



28. On or about April 10, 2015, First 100 agreed to sell the 4921 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 4921 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002987.<sup>20</sup>

***5009 Indian River Drive, #155, Las Vegas, Nevada 89103***

29. The real property located at 5009 Indian River Drive, #155, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-639 (the "5009 Indian River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.<sup>21</sup>

30. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the 5009 Indian River Property on or about January 21, 2014 and took title to the 5009 Indian River Property through a Foreclosure Deed recorded in the Official Records on January 23, 2014 as instrument number 20140123-0002773.<sup>22</sup>

31. The Bella Vita HOA later sold the 5009 Indian River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002750.<sup>23</sup>

32. On or about April 10, 2015, First 100 agreed to sell the 5009 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 5009 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-

<sup>20</sup> *Id.*, ¶ 40. A copy of this deed is attached hereto as Exhibit 11.

<sup>21</sup> *Id.*, ¶ 44.

<sup>22</sup> *Id.*, ¶ 45. A copy of this deed is attached hereto as Exhibit 12.

<sup>23</sup> *Id.*, ¶ 46. A copy of this deed is attached hereto as Exhibit 13.

0002988.<sup>24</sup>

***5295 Indian River Drive, #314, Las Vegas, Nevada 89103***

33. The real property located at 5295 Indian River Drive, #314, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-798 (the "5295 Indian River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.<sup>25</sup>

34. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the 5295 Indian River Property on or about December 26, 2013 and took title to the 5295 Indian River Property through a Foreclosure Deed recorded in the Official Records on December 30, 2013 as instrument number 20131230-0000172.<sup>26</sup>

35. The Bella Vita HOA later sold the 5295 Indian River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002747.<sup>27</sup>

36. On or about April 10, 2015, First 100 agreed to sell the 5295 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 5295 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002990.<sup>28</sup>

***4400 Sandy River Drive, #16, Las Vegas, Nevada 89103***

37. The real property located at 4400 Sandy River Drive #16, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-500 (the "Sandy River Property") is

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<sup>24</sup> *Id.*, ¶ 47. A copy of this deed is attached hereto as Exhibit 14.

<sup>25</sup> *Id.*, ¶ 51.

<sup>26</sup> *Id.*, ¶ 52. A copy of this deed is attached hereto as Exhibit 15.

<sup>27</sup> *Id.*, ¶ 53. A copy of this deed is attached hereto as Exhibit 16.

<sup>28</sup> *Id.*, ¶ 54. A copy of this deed is attached hereto as Exhibit 17.

owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.<sup>29</sup>

38. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the Sandy River Property on or about January 21, 2014 and took title to the Sandy River Property through a Foreclosure Deed recorded in the Official Records on January 23, 2014 as instrument number 20140123-0002775.<sup>30</sup>

39. The Bella Vita HOA later sold the Sandy River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the Sandy River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002748.<sup>31</sup>

40. On or about April 10, 2015, First 100 agreed to sell the Sandy River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Sandy River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002988.<sup>32</sup>

***5782 Camino Ramon Avenue, Las Vegas, Nevada 89156***

41. The real property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156 and described more particularly as APN 140-21-611-018 (the "Camino Ramon Property" and together with the Neva Ranch Property, the East Flamingo Property, the West Gary Property, the Shining Sand Property, the 4921 Indian River Property, the 5009 Indian River Property, the 5295 Indian River Property, and the Sandy River Property, the "Kal-Mor Properties") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners'

<sup>29</sup> *Id.*, ¶ 58.

<sup>30</sup> *Id.*, ¶ 59. A copy of this deed is attached hereto as Exhibit 18.

<sup>31</sup> *Id.*, ¶ 60. A copy of this deed is attached hereto as Exhibit 19.

<sup>32</sup> *Id.*, ¶ 61. A copy of this deed is attached hereto as Exhibit 20.

1 association commonly known as the Tierra Mesa Homeowners Association (the "Tierra Mesa  
2 HOA").<sup>33</sup>

3 42. The Tierra Mesa HOA foreclosed upon a lien for delinquent assessments levied  
4 against the Camino Ramon Property on or about October 27, 2010 and took title to the Camino  
5 Ramon Property through a Trustee's Deed upon Sale recorded in the Official Records on  
6 December 3, 2010 as instrument number 20101203-0002111.<sup>34</sup>

7 43. The Tierra Mesa HOA later sold the Camino Ramon Property to First 100 for  
8 good and valuable consideration on or about August 8, 2014. A Quitclaim Deed transferring title  
9 to the Camino Ramon Property to First 100 was recorded in the Official Records on August 11,  
10 2014 as instrument number 20140811-0000974.<sup>35</sup>

11 44. On or about April 6, 2015, First 100 agreed to sell the Camino Ramon Property to  
12 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
13 Deed of Sale conveying title to the Camino Ramon Property to Kal-Mor, which was recorded in  
14 the Official Records on April 9, 2015 as instrument number 20150409-0000741.<sup>36</sup>

15 45. Kal-Mor Had No Prior Knowledge or Notice of the Deeds of Trust. First 100 did  
16 not disclose to Kal-Mor at any time prior to its sale of any of the Kal-Mor Properties that First  
17 100 had previously purported to pledge any of the Kal-Mor Properties as collateral for the Omni  
18 Loan under any of the Deeds of Trust.<sup>37</sup>

19 46. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
20 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired at the time it  
21 purchased the Kal-Mor Properties.<sup>38</sup>

22  
23  
24 <sup>33</sup> *Id.*, ¶ 65.

25 <sup>34</sup> *Id.*, ¶ 66. A copy of this deed is attached hereto as Exhibit 21.

26 <sup>35</sup> *Id.*, ¶ 67. A copy of this deed is attached hereto as Exhibit 22.

27 <sup>36</sup> *Id.*, ¶ 68. A copy of this deed is attached hereto as Exhibit 23.

28 <sup>37</sup> *Id.*

<sup>38</sup> *Id.*

47. At the time of purchase, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge any of the Kal-Mor Properties as collateral for the Omni Loan, or that Omni claimed a security interest in any of the Kal-Mor Properties.<sup>39</sup>

#### The First 100 Action

48. In 2015, First 100 fell delinquent in its payment obligations under Omni Loan. As a result, on January 8, 2016, Omni issued a Notification of Disposition of Collateral in which it identified the personal property Omni believed to be subject to its security interest and scheduled a sale of the collateral to take in accordance with NRS Chapter 104 on January 21, 2016 (the "UCC Sale").<sup>40</sup>

49. On January 15, 2016, First 100 filed a complaint in the Eighth Judicial District Court in Clark County, Nevada (Case No. A-16-730374-C) (the "First 100 Action") in which it asserted various claims against Omni and sought an injunction to prevent Omni from proceeding with the UCC Sale. On January 18, 2016, Omni removed the First 100 Action to the United States District Court for the District of Nevada (the "District Court") (Case No. 2:16-cv-00099).<sup>41</sup>

50. After several months of litigation in the First 100 Action, Omni completed the UCC Sale on May 25, 2016 and purchased certain First 100 personal property that had been pledged as collateral for the Omni Loan under the Security Agreement through a successful credit bid.<sup>42</sup>

51. Various disputes subsequently arose between First 100 and Omni as to, among other things, the outstanding balance of the Omni Loan, the reasonableness of the UCC Sale, the value of the personal property purchase by Omni through the UCC Sale, and First 100's liability for any remaining balance of the Omni Loan.<sup>43</sup>

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<sup>39</sup> *Id.*

<sup>40</sup> *Id.*, ¶ 72.

<sup>41</sup> *Id.*, ¶ 73.

<sup>42</sup> *Id.*, ¶ 74.

<sup>43</sup> *Id.*, ¶ 76.

52. After several additional months of litigation in the First 100 Action, Omni and First 100 reached an agreement to resolve their various disputes and entered into a written settlement agreement (the "First 100 Settlement").<sup>44</sup>

53. Under the First 100 Settlement, First 100 and Omni released all claims related to the First 100 Action and First 100's default and breach of its obligations under the Omni loan, reserving only the rights of the parties to enforce the First 100 Settlement.<sup>45</sup>

54. In connection with the First 100 Settlement, the District Court entered a Stipulated Judgment on February 16, 2017 in the First 100 Action through which it entered final judgment in favor of Omni and against First 100 in the amount of \$4.8 million for the remaining balance of the Omni Loan (the "First 100 Judgment") and dismissed all claims, counterclaims, and third-party claims asserted in the First 100 Action with prejudice, reserving only the rights of the parties to enforce the First 100 Settlement.<sup>46</sup>

#### **Omni's Attempts to Enforce the Deeds of Trust**

55. Kal-Mor maintains and operates the Kal-Mor Properties as residential rental properties.<sup>47</sup>

56. Beginning on or about September 29, 2016, Omni began making demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni claimed to be entitled to collect pursuant to various assignments of rents contained within the Deeds of Trust.<sup>48</sup>

57. Notwithstanding the subsequent entry of the First 100 Judgment, Omni continues to make demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni claims to be entitled to collect pursuant to various assignments of rents contained within the Deeds of Trust.<sup>49</sup>

<sup>44</sup> *Id.*, ¶ 77. A copy of the First 100 Settlement will be filed under seal as Exhibit 28.

<sup>45</sup> *Id.*, ¶ 78.

<sup>46</sup> *Id.*, ¶ 79. A copy of the First 100 Judgment is attached hereto as Exhibit 24.

<sup>47</sup> *Id.*, ¶ 80.

<sup>48</sup> *Id.*, ¶ 81. A copy of one such demand is attached hereto as Exhibit 25.

<sup>49</sup> *Id.*, ¶ 82.

58. Omni has collected in excess of \$5,000 in rent rightfully owed to Kal-Mor from tenants occupying the Kal-Mor Properties.<sup>50</sup>

59. On May 15, 2017, Omni caused a Notice of Breach and Election to Sell under Deeds of Trust (the "Notice of Default") to be recorded in the Official Records against the Kal-Mor Properties as instrument number 20140515-0000474.<sup>51</sup>

60. Under the Notice of Default, Omni claims to be legally entitled to cause the Kal-Mor Properties to be sold through non-judicial foreclosure pursuant to the Deeds of Trust to satisfy the outstanding balance of the Omni Loan.<sup>52</sup>

61. Omni intends to cause the Kal-Mor Properties to be sold through non-judicial foreclosure sales pursuant to the Deeds of Trust and to retain the proceeds and benefits of such sales.<sup>53</sup>

62. On August 15, 2017, Omni caused a Notice of Trustee's Sale scheduling a non-judicial foreclosure sale of the Kal-Mor Properties for September 12, 2017 to be recorded in the Official Records against the Kal-Mor Properties as instrument number 20170815-0000144.<sup>54</sup>

### III. LEGAL ARGUMENT

#### A. KAL-MOR IS ENTITLED TO PARTIAL SUMMARY JUDGMENT.

Rule 56(c) of the Nevada Rules of Civil Procedure provides, in pertinent part, that summary judgment "shall be rendered forthwith [when] the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." In *Wood v. Safeway, Inc.*, Nevada rejected the "slightest doubt" standard, which discouraged summary judgment and, instead, adopted the U.S. Supreme Court's standard as set forth in the *Celotex* trilogy, which encourages the use of summary judgment to resolve litigation.

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<sup>50</sup> *Id.*, ¶ 83.

<sup>51</sup> *Id.*, ¶ 85. A copy of the Notice of Default is attached hereto as Exhibit 26.

<sup>52</sup> *Id.*, ¶ 86.

<sup>53</sup> *Id.*, ¶ 87.

<sup>54</sup> A copy of the Notice of Trustee's sale is attached hereto as Exhibit 27.

1 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005). In doing so, the *Wood* court emphasized that  
2 “Rule 56 should not be regarded as a ‘disfavored procedural shortcut’ but instead ‘as an integral  
3 part of the . . . Rules as a whole, which are designed to secure the just, speedy and inexpensive  
4 determination of every action.’” *Id.* at 730, 121 P.3d at 1030.

5 The moving party is entitled to summary judgment whenever the pleadings and other  
6 evidence on file demonstrate that there is no genuine issue of material fact. Nev. R. Civ. P.  
7 56(c); *Id.* at 731, 121 P.3d at 1031. Conversely, to defeat a motion for summary judgment, the  
8 non-moving party must rely on admissible evidence and not “on the gossamer threads of  
9 whimsy, speculation and conjecture.” *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 713–14,  
10 57 P.3d 82, 87 (2002) (citation omitted). Thus, to effectuate the purpose of NRCP 56, the proper  
11 inquiry focuses on two key terms: material and genuine. “The substantive law controls which  
12 factual disputes are material and will preclude summary judgment; other factual disputes are  
13 irrelevant. A factual dispute is genuine when the evidence is such that a rational trier of fact  
14 could return a verdict for the nonmoving party.” *Wood*, 121 Nev. at 731, 121 P.3d at 1031  
15 (emphasis added).

16 For the reasons set forth below, Kal-Mor is entitled to partial summary judgment  
17 determining that any security interest or lien Omni could claim against the Kal-Mor Properties as  
18 collateral for the Omni Loan was discharged and released (i) under Nevada’s one-action rule as a  
19 result of the entry of a final judgment against First 100 and (ii) also as a matter of law due to the  
20 novation of the Omni Loan through the settlement agreement between Omni and First 100.

21 **B. THE FIRST 100 JUDGMENT RELEASED AND DISCHARGED THE**  
22 **DEEDS OF TRUST.**

23 The \$4.8 million First 100 Judgment was entered on the unpaid balance of the Omni  
24 Loan on February 16, 2017. Pursuant to Nevada’s one-action rule, the entry of the First 100  
25 Judgment released and discharged any security interest or lien Omni could have claimed against  
26 the Kal-Mor Properties. Consequently, Omni has no remaining interest in the Kal-Mor  
27 Properties and no power to foreclose on the Kal-Mor Properties under the Deeds of Trust.

28 NRS 40.430 is commonly referred to as Nevada’s “one-action rule.” *Walters v. Eighth*



1 *Judicial Dist. Court*, 127 Nev. 723, 725, 263 P.3d 231, 232 (2011). “The one-action rule  
2 provides that ‘there may be but one action for the recovery of any debt, or for the enforcement of  
3 any right secured by a mortgage or other lien upon real estate.’” *Hefetz v. Beavor*, 397 P.3d 472  
4 (Nev. 2017) (quoting NRS 40.430).

5 [T]he purpose behind the one-action rule in Nevada is to prevent harassment of  
6 debtors by creditors attempting double recovery by seeking a full money  
7 judgment against the debtor and by seeking to recover the real property securing  
8 the debt. Under the one-action rule, a debtor can require a creditor to foreclose on  
real estate security before suing on the note or, if the creditor sues on the note  
first, force the creditor to lose its security interest.

9 *McDonald v. D.P. Alexander & Las Vegas Boulevard, LLC*, 121 Nev. 813, 816, 123 P.3d 748,  
10 751 (2005).

11 “If the creditor sues the debtor personally on the debt, the debtor may then either assert  
12 the one-action rule, forcing the creditor to proceed against the security first before seeking a  
13 deficiency from the debtor, or decline to assert the one-action rule, accepting a personal  
14 judgment and depriving the creditor of its ability to proceed against the security.” *Hefetz*, 397  
15 P.3d at 476 (citations omitted). “The right to waive the security is the debtor’s, not the  
16 creditor’s.” *Keever v. Nicholas Beers Co.*, 96 Nev. 509, 513, 611 P.2d 1079, 1082 (1980).

17 Furthermore, the one-action rule applies regardless of whether it is asserted by the actual  
18 debtor or a successor in interest. *See Nev. Wholesale Lumber Co. v. Myers Realty, Inc.*, 92 Nev.  
19 24, 30, 544 P.2d 1204, 1208 (1976) (“[F]ailure to assert NRS 40.430 as an affirmative defense  
20 [in a separate action brought in violation of NRS 40.430] does not result in a waiver of all  
21 protection under that statute and leaves the debtor or his successor in interest free to invoke the  
22 sanction aspect of the ‘one-action’ rule.”).

23 In *Bonicamp v. Vazquez*, 120 Nev. 377, 380, 91 P.3d 584, 586 (2004), for example, the  
24 debtors gave a creditor a deed of trust on a real property located in Nevada as collateral for a bail  
25 bond obligation in Colorado. *Id.* at 379, 91 P.3d at 585. When the debtors later defaulted on the  
26 obligation under the bail bond, the creditor obtained a default judgment against the debtors in  
27 Colorado. *Id.* Shortly thereafter, the creditor domesticated the Colorado judgment in Nevada  
28 and commenced a separate Nevada action for judicial foreclosure against the real property

1 collateral. *Id.* On these facts, the Nevada Supreme Court held that, under Nevada's one-action  
2 rule, the creditor forfeited its rights in the real property collateral by first obtaining a personal  
3 judgment against the debtors. *Id.* at 380, 91 P.3d at 586.

4 Omni intentionally sought and obtained a final judgment against First 100 for the unpaid  
5 balance of the Omni Loan. The impact of the one-action rule on such facts is clear. Where a  
6 creditor, such as Omni, obtains a final judgment against a borrower on the debt before  
7 foreclosing, that creditor forever loses the right to foreclose against real property securing the  
8 debt.

9 1. **The Entry of the First 100 Judgment Was Undoubtedly "an Action"**  
10 **under NRS 40.430.**

11 It would be absurd to argue for Omni to argue that the entry of the First 100 Judgment  
12 was not "an action" under NRS 40.430. Obtaining a final judgment on a promissory note is the  
13 very essence of "an action" under Nevada's one-action rule. In fact, Nevada's one-action rule  
14 was purposely designed to prevent creditors like Omni from obtaining a judgment on a  
15 promissory note, as Omni did in obtaining the First 100 Judgment, only to then attempt to double  
16 its recovery by foreclosing on the underlying real property collateral, as Omni is now attempting  
17 to do. "The one-action rule was enacted to prevent double recovery by creditors ... The purpose  
18 of the rule is to relieve debtors of harassment by creditors seeking to recover both possession of  
19 the property securing the debt, and a full money judgment on the debt." *Hart v. Hart*, 50 B.R.  
20 956, 960 (Bankr. D. Nev 1985) (citation omitted).

21 In *Bonicamp*, the Nevada Supreme Court firmly rejected the creditor's argument that the  
22 default judgment obtained in Colorado was not "an action" for purposes of NRS 40.430, finding  
23 that the act of seeking and obtaining a default judgment in Colorado was undoubtedly "an  
24 action" under the statute notwithstanding the fact that the creditor had made no previous effort to  
25 collect. *Bonicamp*, 120 Nev. at 380-81, 91 P.3d at 586. The Court also chose to narrowly  
26 construe the exceptions to the one-action rule set forth in NRS 40.430(6), finding such  
27 exceptions applied only to the acts specifically enumerated therein. *Id.*

2. Neither the First 100 Settlement nor the Prior Sale of the Kal-Mor Properties Precludes Enforcement of the One-Action Rule.

The fact that the First 100 Judgment was entered as part of a voluntary settlement between Omni and First 100 is irrelevant. There can be no dispute that the \$4.8 million First 100 Judgment was entered in Omni's favor, nor can there be any dispute that the First 100 Judgment is a final judgment that fully resolved the First 100 Action.<sup>55</sup> Omni cannot now attempt to double its recovery by also foreclosing on the Kal-Mor Properties. *See Nevada Wholesale Lumber Company v. Myers Realty*, 92 Nev. 24; 544 P.2d 1204 (1976) (holding that when a secured party failed to exhaust security before taking judgment on the underlying debt, it triggered the sanction aspect the one-action rule and discharged all security interests in the real property collateral).

In the case of *In re Pajaro Dunes Rental Agency, Inc.*, 156 B.R. 263 (N.D.Cal.1993), *aff'd*, 46 F.3d 1143 (9th Cir.1995), a secured note holder attempted to argue that a final judgment entered by stipulation did not trigger the sanction aspect California's one-action rule. That argument was firmly rejected. The note holder in *Pajaro* obtained "a stipulated personal money judgment" against two co-makers of a note that was secured by an office building. *Id.*, at 265. That office building had originally been pledged as collateral by the two co-makers against whom the stipulated judgment was entered; however, those two co-makers had transferred ownership the office building to a third co-maker of the note shortly after default but before the entry of the stipulated judgment. *Id.* When the note holder later attempted to foreclose on the office building, the third co-maker objected on the basis that the security interest in the office building had been extinguished as a result of the entry of the stipulated judgment against the other two co-makers pursuant to the one-action rule set forth at California Civil Procedure Code § 726.<sup>56</sup> *Id.*

<sup>55</sup> Section 15(e) of the First 100 Settlement states, "[t]he Stipulated Judgment ... shall serve as a final judgment between Omni, First 100, Holdings, and all Guarantors as to all claims asserted in the Lawsuit."

<sup>56</sup> Similar to NRS 40.430, the relevant portion of § 726 provided: "[t]here can be but one form of action for the recovery of any debt or the enforcement of any right secured by mortgage upon real property or an estate for years therein, which action shall be in accordance with the provisions of this chapter."

The court in *Pajaro* held that the sanction aspect of the one-action rule was triggered by the entry of the stipulated judgment (i) regardless of the fact that the stipulated judgment was entered against only two of the three co-makers and (ii) regardless of the fact that the third co-maker asserting the one-action rule was not the original owner or pledger of the office building. *Id.*, at 266-69. In reaching this conclusion, the court noted that the one-action rule did not require any showing of prejudice by the party seeking the rule's projection. *Id.*, 267 ("The language of § 726 makes no reference to a requirement that a co-maker of a note must show prejudice before asserting his or her rights under the statute."). The court further observed that the sanction aspect of the one-action rule applies "regardless of whether the waived security is owned by the debtor or his successor in interest." *Id.*, at 268 (quoting *Walker v. Community Bank*, 10 Cal.3d 729, 740, 111 Cal.Rptr. 897, 518 P.2d 329 (1974)). Accordingly, to the extent that Omni would argue that the one-action rule should not apply in this case because the First 100 Judgment was entered by stipulation or because Kal-Mor was not a party to the Omni Loan transaction, Omni is clearly mistaken.

3. **Kal-Mor Is Entitled to Partial Summary Judgment on Its Claim for Quiet Title.**

"An action may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action, for the purpose of determining such adverse claim." NRS 40.010; *see also Howell v. Ricci*, 124 Nev. 1222, 1224, 197 P.3d 1044, 1046 n.1 (2008) (a quiet title action is the proper method by which to adjudicate disputed ownership of real property rights). For the reasons set forth both above and below, any security interest or lien Omni may have held in the Kal-Mor Properties was discharged and released as result of the First 100 Settlement and the entry of the First 100 Judgment. As such, Kal-Mor is entitled to determination from this Court quieting title to the Kal-Mor Properties and finding that the Decds of Trust have been discharged and that Omni holds no further right, claim, or interest in any of the Kal-Mor Properties.

C. THE FIRST 100 SETTLEMENT WAS A NOVATION OF THE OMNI LOAN.

1. The First 100 Settlement Agreement Replaced the Omni Loan.

In entering into the First 100 Settlement, Omni and First 100 completely replaced the disputed obligations and duties previously owed in connection with the Omni Loan with the new obligations and duties set forth therein. To confirm this fact, the Court need look no further than the releases set forth in Section 15 of the First 100 Settlement. Those releases provide in part as follows:

Omni Release. Except for the rights and obligations of the Parties under this Agreement, and effective immediately upon the exchange of fully executed counterparts of this Agreement ... Omni hereby unconditionally relieves, releases, acquits and forever discharges First 100 ... of and from any and all Liabilities and Claims arising out of, concerning, or in any manner relating to ... the Parties' prior settlement efforts and negotiations, and Enforcement Actions<sup>57</sup> undertaken by Omni with respect to the Omni Loan (including without limitation the UCC Sale and exercise of the assignment of rents).

...

Intent. It is the intention of the Parties under this Section 15 that under no circumstances will any Party commence any action or assert any claim as against any other Party (and in the express case of Omni, the Omni Parties such as Martin Boone or Genesis), other than with respect to (i) the enforcement of the terms of this Settlement Agreement, or (ii) for fraud, gross negligence or willful misconduct as discussed herein.<sup>58</sup>

2. The First 100 Judgment Dismissed with Prejudice All Claims Related to the Omni Loan and the Deeds of Trust.

The First 100 Judgment states in equally clear terms that both Omni and First 100 dismissed with prejudice all disputed claims related to the Omni Loan and the Deeds of Trust, reserving only the right to enforcement of the First 100 Settlement. Specifically, paragraphs 5 and 6 of the First 100 Judgment state: "The Lawsuit and any and all Disputes, Claims, Counterclaims, and Third-Party Claims are hereby dismissed with prejudice. This judgment

<sup>57</sup> Section 1 of the First 100 Settlement defines the term "Enforcement Actions" as "Omni letters dated April 8, 2015 and November 2, 2015 claiming First 100 to be in default of the Omni Loan; Omni asserting that it had accelerated that Loan; Omni commencing foreclosure actions which are the subject of this dispute; and Omni's response to the filing of lawsuits related to its claims."

<sup>58</sup> Exhibit 28, p. 16 of 22.

shall not preclude or otherwise impair any claim or defense that may exist or arise between or among the Parties with respect to a breach of the Settlement Agreement.”<sup>59</sup> The term “Disputes” as used in the First 100 Judgment is defined expansively to include “numerous disputes” between the parties regarding, among other things: “(a) First 100’s default on a line of credit loan extended by Omni pursuant to a loan agreement and other transaction documents dated May 27, 2014; ... and (f) Omni’s first-priority security interest, as beneficiary, under deeds of trust in various real properties previously or currently owned by First 100.”<sup>60</sup>

The end result of the First 100 Settlement and the First 100 Judgment is inescapable. Omni expressly waived, released, *and dismissed with prejudice* any and all claims it could have asserted based on First 100’s default under the Omni Loan or the Deeds of Trusts. Omni’s only remaining rights and remedies against First 100 are those set forth in the First 100 Settlement Agreement.

### 3. The First 100 Settlement Is a Novation of the Omni Loan.

The intentional and unmistakable substitution of the First 100 Settlement for the Omni Loan was a novation. “A novation, or substituted contract, ‘is a contract that is itself accepted ... in satisfaction of [an] existing duty’ which ‘discharges the original duty.’” *Granite Construction Company v. Remote Energy Solutions, LLC*, 2017 WL 2334516 (Nev. May 25, 2017) (citing Restatement (Second) of Contracts § 279 (Am. Law Inst. 1981)).

All novations are substituted contracts, and the converse is also true that all substituted contracts are novations. An existing claim can be instantly discharged by the substitution of a new executory agreement in its place. This is true whether the prior claim is not yet matured at the time of the substitution, or is a claim to reparation for some prior breach of duty.

*Lazovich & Lazovich v. Harding*, 86 Nev. 434, 437, 470 P.2d 125, 128 (1970) (citing 6 Corbin on Contracts, s 147 (1951)). “A novation consists of four elements: (1) there must be an existing valid contract; (2) all parties must agree to a new contract; (3) the new contract must extinguish the old contract; and (4) the new contract must be valid.” *United Fire Ins. Co. v. McClelland*, 105 Nev. 504, 508, 780 P.2d 193, 195 (1989). “If all four elements exist, a novation occurred.”

<sup>59</sup> Exhibit 24, p. 4 of 5.

<sup>60</sup> Exhibit 24, p. 3 of 5.

1 *Id.* "An intention to discharge the former debtor in the course of the novation need not be shown  
2 by express words to that effect but may be implied from the facts and circumstances." *Id.*, at  
3 438.

4 The terms of the First 100 Settlement and the language of the First 100 Judgment provide  
5 clear and convincing proof of Omni and First 100's intent to substitute the First 100 Settlement  
6 for the Omni Loan. In fact, Omni has dismissed with prejudice any claim it could assert against  
7 First 100 based on either its default under the Omni Loan or the Deeds of Trust.<sup>61</sup> In other  
8 words, Omni no longer has any right to enforce the note First 100 executed in entering into the  
9 Omni Loan; it can only enforce the First 100 Settlement and, by extension thereof, the First 100  
10 Judgment.

11 There is absolutely no need to infer intent in this case. Omni's intent to trade its rights  
12 under the Omni Loan for those rights spelled out in the First 100 Settlement is unmistakable.  
13 Accordingly, the Court must determine as a matter of law that a novation occurred. *Id.*, at 437  
14 (novation can be determined as a matter of law "when the agreement and consent of the parties  
15 are unequivocal").

16 **4. The Novation of the Omni Loan Discharged the Deeds of Trust.**

17 The law is clear. All obligations owed by First 100 in connection with the Omni Loan  
18 were extinguished by novation when First 100 and Omni entered into the First 100 Settlement.  
19 The Deeds of Trust secured only the note that First 100 executed in entering into the Omni  
20 Loan.<sup>62</sup> That note is no longer enforceable as a result of the First 100 Settlement and the First  
21 100 Judgment, under which Omni expressly waived, released, and dismissed with prejudice any  
22 claim based on First 100's default under the Omni Loan or the Deeds of Trust.<sup>63</sup>

23 The discharge of a security interest through novation of the underlying debt is illustrated  
24 in the Nevada Supreme Court case of *Walker v. Shrake*, 75 Nev. 214, 339 P.2d 124 (1959) in  
25

26 <sup>61</sup> Exhibit 24, p. 3 of 5.

27 <sup>62</sup> The Deeds of Trust do not stand as security for any obligation owed in connection with the First 100 Settlement.  
28 Kal-Mor is not a party to the First 100 Settlement, and First 100 held no interest whatsoever in the Kal-Mor  
properties when it executed the First 100 Settlement.

<sup>63</sup> Exhibit 24, p. 3 of 5.

1 which a lender obtained a money judgment against a defaulting borrower. In exchange for the  
2 borrower's execution of a new note for double the amount of the judgment, the lender agreed it  
3 would not execute on the judgment. *Id.*, at 246-47. When the borrower later defaulted in  
4 payment of the second note, the lender foreclosed upon its judgment lien against the borrower's  
5 real property. *Id.*, at 247. The Nevada Supreme Court found that the foreclosure sale was void  
6 on the basis that the lender's judgment lien was extinguished by novation based upon the second  
7 note. *Id.*, 247-48. Specifically, the Court held that the execution of the second note was  
8 "intended by the parties to and did substitute the new obligation for the judgment debt, thereby  
9 satisfying the judgment in fact if not of record." *Id.*, at 246 (citing *Williams v. Crusader*  
10 *Discount Corp.*, 75 Nev. 67, 334 P.2d 843 (1959)). Therefore, no judgment lien existed upon  
11 which the lender could have foreclosed. *Id.*, 247-48 ("A sale under a judgment that has been  
12 satisfied is void and conveys no title ..."). The Nevada Supreme Court reached similar decisions  
13 in *Williams v. Crusader Discount Corp.*, 75 Nev. 67, 334 P.2d 843 (1959) and *Nevada Bank of*  
14 *Commerce v. Esquire Real Estate, Inc.*, 86 Nev. 238 (1970). In both cases, the Court determined  
15 that guarantors had been released from their respective obligations due to novations of the  
16 original loan agreements.

17 The novation of the Omni Loan through the First 100 Settlement released and replaced  
18 all obligations owed in connection with the Omni Loan, including the Deeds of Trust. The  
19 enforcement of the power of sale under a deed of trust is contingent upon, among other things,  
20 the existence of an actual default in payment of the secured indebtedness. *See* NRS 107.080(1)  
21 ("... a power of sale is hereby conferred upon the trustee to be exercised *after a breach* of the  
22 obligation for which the transfer is security.") (emphasis added). Omni has waived, released,  
23 and dismissed with prejudice all claims based on First 100's default under the Omni Loan.<sup>64</sup>  
24 Moreover, there can be no possible default under the Omni Loan at this time because it has been  
25 completely replaced with the First 100 Settlement. Without any underlying indebtedness nor any  
26 breach related thereto, the Deeds of Trust cannot be enforced.

27  
28 <sup>64</sup> Exhibit 24, p. 3 of 5.



**KOLFSAR & LEATHAM**  
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DATED this 25<sup>th</sup> day of August, 2017.

Bdlr

*Attorneys for Plaintiff  
Kal-Mor-USA, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Kolesar & Leatham, and that on the 25<sup>th</sup> day of August, 2017, I caused to be served a copy of foregoing PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by that court's facilities to those parties listed on the Court's Master Service List.

  
An Employee of KOLESAR & LEATHAM

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*Attorneys for Plaintiff*  
*Kal-Mor-USA, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

\* \* \*

KAL-MOR-USA, LLC, a Nevada limited  
liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; FIRST 100, LLC, a Nevada  
limited liability company; DOES 1 through X;  
and ROE ENTITIES 1 through X, inclusive,

Defendants.

CASE NO. A-17-757061-C

DEPARTMENT NO. 18

**DECLARATION OF GREG DARROCH**

I, Greg Darroch, hereby declare as follows:

1. I am over the age of 18. I have personal knowledge of the matters set forth herein  
except as to those matters stated on information and belief, which I believe to be true, and I am  
competent to testify to the matters set forth herein.

2. I am a member and manager of Kal-Mor-USA, LLC ("Kal-Mor"), which is Nevada limited liability company.

3. I am informed and believe that on May 27, 2014, Defendant First 100, LLC ("First 100") and Omni Financial, LLC ("Omni") entered into a Loan Agreement under which Omni agreed to loan up to \$5,000,000 to First 100 (the "Omni Loan").

4. I am informed and believe that the Omni Loan was secured by a Security Agreement dated May 27, 2014 (the "Security Agreement") under which First 100 pledged certain real and personal property as collateral for the Omni Loan.

5. I am informed and believe that, among other things, the collateral purportedly pledged pursuant to the Security Agreement was evidenced by (i) a Deed of Trust dated May 27, 2014 (the "May 2014 Deed of Trust"), (ii) a Deed of Trust dated June 17, 2014 (the "June 2014 Deed of Trust"), and a Deed of Trust dated August 21, 2014 (the "August 2014 Deed of Trust") and together with the May 2014 Deed of Trust and June 2014 Deed of Trust, the "Deeds of Trust").

6. Both individually and through Kal-Mor and other entities, I have been involved in several business transactions with First 100 over the past few years. However, I had no involvement whatsoever in the negotiation, drafting, or execution of the Omni Loan, the Security Agreement, or the Deeds of Trust. Kal-Mor did not receive any proceeds from the Omni Loan and owes no indebtedness to Omni in connection with the Omni Loan or otherwise.

#### **The Purchase of the Kal-Mor Properties**

7. I am informed and believe that, First 100's primary business operations involve the purchase and sale of residential real properties in Clark County, Nevada that are acquired by First 100 through homeowners association foreclosure sales conducted pursuant to the provisions of Chapter 116 of Nevada Revised Statutes.

8. During 2014 and 2015, Kal-Mor purchased several such properties from First 100, including the nine (9) real properties discussed below that are the subject of this action.

*1217 Neva Ranch Avenue, North Las Vegas, Nevada 89081*

1           9.       The real property located at 1217 Neva Ranch Avenue, North Las Vegas, Nevada  
2 and described more particularly as APN 124-26-311-029 (the "Neva Ranch Property") is owned  
3 by Kal-Mor and is located within a common interest community created pursuant to Chapter 116  
4 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions  
5 associated therewith, including membership in the unit-owners' association commonly known as  
6 the Creekside III Homeowners Association (the "Creekside III HOA").

7           10.      I am informed and believe that the Creekside III HOA foreclosed upon a lien for  
8 delinquent assessments levied against the Neva Ranch Property on or about May 4, 2013 and  
9 caused the Nevada Ranch Property to be sold to First 100 for good and valuable consideration.

10          11.      A Foreclosure Deed upon Sale conveying title to the Neva Ranch Property to First  
11 100 was recorded in the official records of the Clark County, Nevada Recorder (the "Official  
12 Records") on May 7, 2013 as instrument number 20130507-0003557. A true and correct copy of  
13 this deed is attached hereto as Exhibit 1.

14          12.      On or about April 6, 2015, First 100 agreed to sell the Neva Ranch Property to  
15 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
16 Deed of Sale conveying title to the Neva Ranch Property to Kal-Mor, which was recorded in the  
17 Official Records on April 9, 2015 as instrument number 20150409-0000740. A true and correct  
18 copy of this deed is attached hereto as Exhibit 2.

19          13.      First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
20 had previously purported to pledge the Neva Ranch Property as collateral for the Omni Loan  
21 under the May 2014 Deed of Trust.

22          14.      To the contrary, at the time of the sale First 100 represented that it was  
23 transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Neva Ranch  
24 Property from the Creekside III HOA under the Foreclosure Deed upon Sale recorded on May 7,  
25 2013.

26          15.      At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
27 Deeds of Trust, that First 100 had purported to pledge the Neva Ranch Property as collateral for  
28 the Omni Loan, or that Omni claimed a security interest in the Neva Ranch Property.

*230 East Flamingo Road, #330, Las Vegas, Nevada 89169*

16. The real property located at 230 East Flamingo Road, #330, Las Vegas, Nevada 89169 and described more particularly as APN 162-16-810-355 (the "East Flamingo Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Meridian Private Residences Homeowners Association (the "Meridian HOA").

17. I am informed and believe that the Meridian HOA foreclosed upon a lien for delinquent assessments levied against the East Flamingo Property on or about July 13, 2013 and caused the East Flamingo Property to be sold to First 100 for good and valuable consideration.

18. A Foreclosure Deed upon Sale conveying title to the East Flamingo Property to First 100 was recorded in the Official Records on July 16, 2013 as instrument number 20130716-0002104. A true and correct copy of this deed is attached hereto as Exhibit 3.

19. On or about April 9, 2015, First 100 agreed to sell the East Flamingo Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the East Flamingo Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000739. A true and correct copy of this deed is attached hereto as Exhibit 4.

20. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the East Flamingo Property as collateral for the Omni Loan under the May 2014 Deed of Trust.

21. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the East Flamingo Property from the Meridian HOA under the Foreclosure Deed upon Sale recorded on July 16, 2013.

22. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the East Flamingo Property as collateral for the Omni Loan, or that Omni claimed a security interest in the East Flamingo Property.

*2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123*

23. The real property located at 2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123 and described more particularly as APN 177-20-813-127 (the "West Gary Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Southgate Condominium Unit-Owners' (the "Southgate HOA").

24. I am informed and believe that the Southgate HOA foreclosed upon a lien for delinquent assessments levied against the West Gary Property on or about May 4, 2013 and caused the West Gary Property to be sold to First 100 for good and valuable consideration.

25. A Foreclosure Deed upon Sale conveying title to the West Gary Property to First 100 was recorded in the Official Records on May 7, 2013 as instrument number 20130507-0003558. A true and correct copy of this deed is attached hereto as Exhibit 5.

26. On or about April 9, 2015, First 100 agreed to sell the West Gary Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the West Gary Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000742. A true and correct copy of this deed is attached hereto as Exhibit 6.

27. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the West Gary Property as collateral for the Omni Loan under the May 2014 Deed of Trust.

28. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the West Gary Property from the Southgate HOA under the Foreclosure Deed upon Sale recorded on May 7, 2013.

29. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the West Gary Property as collateral for the Omni Loan, or that Omni claimed a security interest in the West Gary Property.

*6575 Shining Sand Avenue, Las Vegas, Nevada 89142*

30. The real property located at 6575 Shining Sand Avenue, Las Vegas, Nevada 89142 and described more particularly as APN 161-10-511-072 (the "Shining Sand Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Sahara Sunrise Homeowners Association (the "Sahara HOA").

31. I am informed and believe that the Sahara HOA foreclosed upon a lien for delinquent assessments levied against the Shining Sand Property on or about September 13, 2011 and took title to the Shining Sand Property through a Trustee's Deed upon Sale recorded in the Official Records on September 14, 2011 as instrument number 20110914-0001783. A true and correct copy of this deed is attached hereto as Exhibit 7.

32. I am informed and believe that the Sahara HOA later sold the Shining Sand Property to First 100 for valuable consideration on or about March 18, 2014. A Quitclaim Deed transferring title to the Shining Sand Property to First 100 was recorded in the Official Records on March 18, 2014 as instrument number 20140318-0002205. A true and correct copy of this deed is attached hereto as Exhibit 8.

33. On or about April 10, 2015, First 100 agreed to sell the Shining Sand Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Shining Sand Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002986. A true and correct copy of this deed is attached hereto as Exhibit 9.

34. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the Shining Sand Property as collateral for the Omni Loan under the May 2014 Deed of Trust.



35. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Shining Sand Property from the Sahara HOA under the Quitclaim Deed recorded on March 18, 2014.

36. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the Shining Sand Property as collateral for the Omni Loan, or that Omni claimed a security interest in the Shining Sand Property.

***4921 Indian River Drive, #112, Las Vegas, Nevada 89103***

37. The real property located at 4921 Indian River Drive, #112, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-588 (the "4921 Indian River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Bella Vita Homeowners Association (the "Bella Vita HOA").

38. I am informed and believe that the Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the 4921 Indian River Property on or about July 10, 2013 and caused the 4921 Indian River Property to be sold to First 100 for good and valuable consideration.

39. A Deed of Sale conveying title to the 4921 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002749. A true and correct copy of this deed is attached hereto as Exhibit 10.

40. On or about April 10, 2015, First 100 agreed to sell the 4921 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 4921 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002987. A true and correct copy of this deed is attached hereto as Exhibit 11.

1           41. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
2 had previously purported to pledge the 4921 Indian River Property as collateral for the Omni  
3 Loan under the June 2014 Deed of Trust.

4           42. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
5 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 4921  
6 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16,  
7 2014.

8           43. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
9 Deeds of Trust, that First 100 had purported to pledge the 4921 Indian River Property as  
10 collateral for the Omni Loan, or that Omni claimed a security interest in the 4921 Indian River  
11 Property.

12                           ***5009 Indian River Drive, #155, Las Vegas, Nevada 89103***

13           44. The real property located at 5009 Indian River Drive, #155, Las Vegas, Nevada  
14 89103 and described more particularly as APN 163-24-612-639 (the "5009 Indian River  
15 Property") is owned by Kal-Mor and is located within a common interest community created  
16 pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants,  
17 conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.

18           45. I am informed and believe that the Bella Vita HOA foreclosed upon a lien for  
19 delinquent assessments levied against the 5009 Indian River Property on or about January 21,  
20 2014 and took title to the 5009 Indian River Property through a Foreclosure Deed recorded in the  
21 Official Records on January 23, 2014 as instrument number 20140123-0002773. A true and  
22 correct copy of this deed is attached hereto as Exhibit 12.

23           46. I am informed and believe that the Bella Vita HOA later sold the 5009 Indian  
24 River Property to First 100 for good and valuable consideration on or about July 10, 2014. A  
25 Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the  
26 Official Records on July 16, 2014 as instrument number 20140716-0002750. A true and correct  
27 copy of this deed is attached hereto as Exhibit 13.

1           47. On or about April 10, 2015, First 100 agreed to sell the 5009 Indian River  
2 Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100  
3 executed a Deed of Sale conveying title to the 5009 Indian River Property to Kal-Mor, which  
4 was recorded in the Official Records on April 13, 2015 as instrument number 20150413-  
5 0002988. A true and correct copy of this deed is attached hereto as Exhibit 14.

6           48. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
7 had previously purported to pledge the 5009 Indian River Property as collateral for the Omni  
8 Loan under the June 2014 Deed of Trust.

9           49. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
10 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 5009  
11 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16,  
12 2014.

13           50. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
14 Deeds of Trust, that First 100 had purported to pledge the 5009 Indian River Property as  
15 collateral for the Omni Loan, or that Omni claimed a security interest in the 5009 Indian River  
16 Property.

17                   ***5295 Indian River Drive, #314, Las Vegas, Nevada 89103***

18           51. The real property located at 5295 Indian River Drive, #314, Las Vegas, Nevada  
19 89103 and described more particularly as APN 163-24-612-798 (the "5295 Indian River  
20 Property") is owned by Kal-Mor and is located within a common interest community created  
21 pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants,  
22 conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.

23           52. I am informed and believe that the Bella Vita HOA foreclosed upon a lien for  
24 delinquent assessments levied against the 5295 Indian River Property on or about December 26,  
25 2013 and took title to the 5295 Indian River Property through a Foreclosure Deed recorded in the  
26 Official Records on December 30, 2013 as instrument number 20131230-0000177. A true and  
27 correct copy of this deed is attached hereto as Exhibit 15.

28

53. I am informed and believe that the Bella Vita HOA later sold the 5295 Indian River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002747. A true and correct copy of this deed is attached hereto as Exhibit 16.

54. On or about April 10, 2015, First 100 agreed to sell the 5295 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 5295 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002990. A true and correct copy of this deed is attached hereto as Exhibit 17.

55. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the 5295 Indian River Property as collateral for the Omni Loan under the June 2014 Deed of Trust.

56. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 5295 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16, 2014.

57. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the 5295 Indian River Property as collateral for the Omni Loan, or that Omni claimed a security interest in the 5295 Indian River Property.

***4400 Sandy River Drive, #16, Las Vegas, Nevada 89103 (APN 163-24-612-500)***

58. The real property located at 4400 Sandy River Drive #16, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-500 (the "Sandy River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 110 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.

59. I am informed and believe that the Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the Sandy River Property on or about January 21, 2014 and took title to the Sandy River Property through a Foreclosure Deed recorded in the Official Records on January 23, 2014 as instrument number 20140123-0002775. A true and correct copy of this deed is attached hereto as Exhibit 18.

60. I am informed and believe that the Bella Vita HOA later sold the Sandy River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the Sandy River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002748. A true and correct copy of this deed is attached hereto as Exhibit 19.

61. On or about April 10, 2015, First 100 agreed to sell the Sandy River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Sandy River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002988. A true and correct copy of this deed is attached hereto as Exhibit 20.

62. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the Sandy River Property as collateral for the Omni Loan under the June 2014 Deed of Trust.

63. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Sandy River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16, 2014.

64. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the Sandy River Property as collateral for the Omni Loan, or that Omni claimed a security interest in the Sandy River Property.

*5782 Camino Ramon Avenue, Las Vegas, Nevada 89156 (APN 140-21-611-018)*

65. The real property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156 and described more particularly as APN 140-21-611-018 (the "Camino Ramon Property") and together with the Neva Ranch Property, the East Flamingo Property, the West Gary

1 Property, the Shining Sand Property, the 4921 Indian River Property, the 5009 Indian River  
2 Property, the 5295 Indian River Property, and the Sandy River Property, the "Kal-Mor  
3 Properties") is owned by Kal-Mor and is located within a common interest community created  
4 pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants,  
5 conditions, and restrictions associated therewith, including membership in the unit-owners'  
6 association commonly known as the Tierra Mesa Homeowners Association (the "Tierra Mesa  
7 HOA").

8 66. I am informed and believe that the Tierra Mesa HOA foreclosed upon a lien for  
9 delinquent assessments levied against the Camino Ramon Property on or about October 27, 2010  
10 and took title to the Camino Ramon Property through a Trustee's Deed upon Sale recorded in the  
11 Official Records on December 3, 2010 as instrument number 20101203-0002111. A true and  
12 correct copy of this deed is attached hereto as Exhibit 21.

13 67. I am informed and believe that the Tierra Mesa HOA later sold the Camino  
14 Ramon Property to First 100 for good and valuable consideration on or about August 8, 2014. A  
15 Quitclaim Deed transferring title to the Camino Ramon Property to First 100 was recorded in the  
16 Official Records on August 11, 2014 as instrument number 20140811-0000974. A true and  
17 correct copy of this deed is attached hereto as Exhibit 22.

18 68. On or about April 6, 2015, First 100 agreed to sell the Camino Ramon Property to  
19 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
20 Deed of Sale conveying title to the Camino Ramon Property to Kal-Mor, which was recorded in  
21 the Official Records on April 9, 2015 as instrument number 20150409-0000741. A true and  
22 correct copy of this deed is attached hereto as Exhibit 23.

23 69. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
24 had previously purported to pledge the Camino Ramon Property as collateral for the Omni Loan  
25 under the August 2014 Deed of Trust.

26 70. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
27 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Camino  
28

1 Ramon Property from the Tierra Mesa HOA under the Quitclaim Deed recorded on August 11,  
2 2014

3 71. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
4 Deeds of Trust, that First 100 had purported to pledge the Camino Ramon Property as collateral  
5 for the Omni Loan, or that Omni claimed a security interest in the Camino Ramon Property.

6 **The First 100 Action**

7 72. I am informed and believe that in 2015 First 100 fell delinquent in its payment  
8 obligations under Omni Loan. As a result, on January 8, 2016, Omni issued a Notification of  
9 Disposition of Collateral in which it identified the personal property Omni believed to be subject  
10 to its security interest and scheduled a sale of the collateral to take in accordance with NRS  
11 Chapter 104 on January 21, 2016 (the "UCC Sale").

12 73. On January 15, 2016, First 100 filed a complaint in the Eighth Judicial District  
13 Court in Clark County, Nevada (Case No. A-16-730374-C) (the "First 100 Action") in which it  
14 asserted various claims against Omni and sought an injunction to prevent Omni from proceeding  
15 with the UCC Sale. On January 18, 2016, Omni removed the First 100 Action to the United  
16 States District Court for the District of Nevada (the "District Court") (Case No. 2:16-cv-00099).

17 74. After several months of litigation in the First 100 Action, Omni completed the  
18 UCC Sale on May 25, 2016 and purchased certain First 100 personal property that had been  
19 pledged as collateral for the Omni Loan through a successful credit bid.

20 75. I am informed and believe that the value of the First 100 personal property  
21 purchased by Omni through the UCC Sale far exceeded the outstanding balance of the Omni  
22 Loan claimed due and owing at that time.

23 76. Various disputes subsequently arose between First 100 and Omni as to, among  
24 other things, the outstanding balance of the Omni Loan, the reasonableness of the UCC Sale, the  
25 value of the personal property purchase by Omni through the UCC Sale, and First 100's liability  
26 for the remaining balance of the Omni Loan

27 77. After several additional months of litigation in the First 100 Action, Omni and  
28 First 100 reached an agreement to resolve their various disputes and entered into a written

1 settlement agreement (the "First 100 Settlement"). A true and correct copy of the First 100  
2 Settlement is attached hereto as Exhibit 27.

3 78. Under the First 100 Settlement, First 100 and Omni released all claims related to  
4 the First 100 Action and First 100's default and breach of its obligations under the Omni loan,  
5 reserving only the rights of the parties to enforce the First 100 Settlement.

6 79. In connection with the First 100 Settlement, the District Court entered a  
7 Stipulated Judgment on February 16, 2017 in the First 100 Action through which it entered final  
8 judgment in favor of Omni and against First 100 in the amount of \$4.8 million for the remaining  
9 balance of the Omni Loan (the "First 100 Judgment") and dismissed all claims, counterclaims,  
10 and third-party claims asserted in the First 100 Action with prejudice, reserving only the rights of  
11 the parties to enforce the First 100 Settlement. A true and correct copy of the First 100 Judgment  
12 is attached hereto as Exhibit 24.

13 **Omni's Attempts to Enforce the Deeds of Trust**

14 80. Kal-Mor maintains and operates the Kal-Mor Properties as residential rental  
15 properties.

16 81. Kal-Mor is paying property taxes, HOA assessments, and other charges that could  
17 become liens against the Kal-Mor Properties.

18 82. Beginning on or about September 29, 2016, Omni began making demands upon  
19 tenants occupying the Kal-Mor Properties for payment of rent Omni claimed to be entitled to  
20 collect pursuant to various assignments of rents contained within the Deeds of Trust. A true and  
21 correct copy one such demand is attached hereto as Exhibit 25.

22 83. Notwithstanding the subsequent entry of the First 100 Judgment, Omni continues  
23 to make demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni  
24 claims to be entitled to collect pursuant to various assignments of rents contained within the  
25 Deeds of Trust.

26 84. Upon information and belief, Omni has collected in excess of \$5,000 in rent  
27 rightfully owed to Kal-Mor from tenants occupying the Kal-Mor Properties.  
28



KOLESAR & LEATHAM  
480 S. Rampart Boulevard, Suite 400  
Las Vegas, Nevada 89145  
Tel: (702) 362-7800 / Fax: (702) 362-9472

1 85. On May 15, 2017, Omni caused a Notice of Breach and Election to Sell under  
2 Deeds of Trust (the "Notice of Default") to be recorded in the Official Records against the Kal-  
3 Mor Properties as instrument number 20140515-0000474. A true and correct copy of the Notice  
4 of Default is attached hereto as Exhibit 26.

5 86. Under the Notice of Default, Omni claims to be legally entitled to cause the Kal-  
6 Mor Properties to be sold through non-judicial foreclosure pursuant to the Deeds of Trust to  
7 satisfy the outstanding balance of the Omni Loan.

8 87. I am informed and believe that Omni intends to cause the Kal-Mor Properties to  
9 be sold through non-judicial foreclosure sales pursuant to the Deeds of Trust and to retain the  
10 proceeds and benefits of such sales.

11  
12 I declare under penalty of perjury of the laws of the United States of America that the  
13 foregoing is true and correct.

14 Dated this \_\_\_\_ day of August, 2017.

  
GREG DARROCH

# **EXHIBIT 1**

APN: 124-26-311-029

Return document and mail tax statements to:

First 100, LLC  
10620 Southern Highlands Pkwy, Ste. 110-485  
Las Vegas NV 89141

Inst#: 201305070003557

Fees: \$17.00 W/C Fee: \$0.00

RPTT: \$680.45 Ex: #

05/07/2013 02:34:26 PM

Receipt #: 1805666

Requestor:

UNITED LEGAL SERVICES INC.

Recorded By: MBH Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

### FORECLOSURE DEED UPON SALE

Foreclosing lienholder **CREEKSIDE III HOMEOWNERS ASSOCIATION**, under power of sale pursuant to NRS Chapter 116, does hereby sell, without warranty, expressed or implied, to:

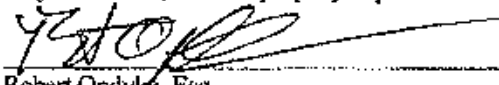
**FIRST 100, LLC**

the real property situated in Clark County, Nevada legally described as:

Lot 29, Block 1 of JAYCOX UNIT 1, as shown by Map thereof on File in Book 115 of Plats, Page 17, in the Office of the County Recorder of Clark County, Nevada,

and commonly known as 1217 NEVA RANCH AVE, NORTH LAS VEGAS NV 89081.

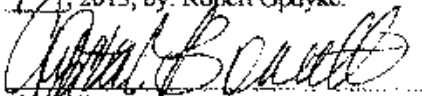
This conveyance is made pursuant to the powers conferred upon Agent by NRS Chapter 116, the foreclosing Association's governing documents (CC&R's), and the notice of the Lien for Delinquent Assessments, recorded on April 30, 2010 as instrument 201004300002958 in the Official Records of the Recorder of Clark County, Nevada. Default occurred as set forth in the Notice of Default and Election to Sell, recorded on June 2, 2010 as instrument 201006020001972 in the Official Records of the Recorder of Clark County, Nevada. All requirements of law have been complied with, including, but not limited to, the elapsing of the 90 days, the mailing of copies of the notice of Lien of Delinquent Assessment, and Notice of Default, and the mailing, posting, and publication of the Notice of Foreclosure Sale. Agent, in compliance with the Notice of Foreclosure Sale and in exercise of its power under NRS § 116.31164, sold the property at public auction on May 4, 2013.

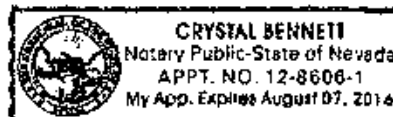
By:   
Robert Opdyke, Esq.  
United Legal Services Inc.

*As authorized agent for, and on behalf of, foreclosing Association*

STATE OF NEVADA           )  
COUNTY OF CLARK        )

This instrument was acknowledged before me  
on May 14, 2013, by: Robert Opdyke.

  
NOTARY PUBLIC



JA000239

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 124-26-311-029  
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

\$ 129,500.00

b. Deed in Lieu of Foreclosure Only (value of property) \_\_\_\_\_

c. Transfer Tax Value: \$ 129,500.00

d. Real Property Transfer Tax Due \$ 660.45

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: Seller's Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: United Legal Services Inc.\*  
Address: 9484 S. Eastern Ave. #163  
City: Las Vegas  
State: NV Zip: 89123

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

Print Name: First 100, LLC  
Address: 10620 Southern Highland 110-485  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: United Legal Services Inc.  
Address: 9484 S. Eastern Ave. #163  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89123

\* As agent for Cockfield, The Home-ware Association  
AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000240

## **EXHIBIT 2**

②-1

Inst#: 20150409-0000740

Fee: \$17.00 N/C Fee: \$0.00

RPTT: \$915.45 Ex: #

04/09/2015 09:16:12 AM

Receipt #: 2379093

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN 124-26-311-029

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

### DEED OF SALE

THIS INDENTURE WITNESSETH: that first party

**FIRST 100, LLC**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

**KAL-MOR-USA, LLC**

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

Lot 29, Block 1 of JAYCOX UNIT 1, as shown Map thereof on File in  
Book 115 of Plats, Page 17, in the Office of the County Recorder of Clark County, Nevada

and commonly known as 1217 Neva Ranch, North Las Vegas, Nevada 89081.

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

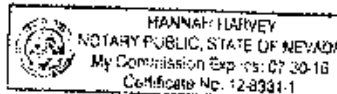
Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By: Carlos Cardenas  
Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 6<sup>th</sup>, 2015.

By: Habit  
NOTARY PUBLIC



JA000242

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 124-26-311-029  
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  
Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

~~\$ 62,441.00~~ 171,194 ~~HA~~

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value:

~~\$ 62,441.00~~ 171,194 ~~HA~~

d. Real Property Transfer Tax Due

~~\$ 267.75~~ 915.45 ~~HA~~


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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100 LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: Kal-Mor-USA, LLC  
Address: 576 Middleton Way  
City: Coldstream, BC V1B3W8  
State: Canada Zip: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000243

# **EXHIBIT 3**



APN: 162-16-810-355

Return document and mail tax statements to:

First 100, LLC  
10620 Southern Highlands Pkwy, Ste. 110-485  
Las Vegas NV 89141

Inst #: 201307160002104  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$617.10 Ex: #  
07/16/2013 01:29:14 PM  
Receipt #: 1694094  
Requestor:  
UNITED LEGAL SERVICES INC.  
Recorded By: MSH Pg: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### FORECLOSURE DEED UPON SALE

Foreclosing lienholder **MERIDIAN PRIVATE RESIDENCES HOMEOWNERS ASSOCIATION**, under power of sale pursuant to NRS Chapter 116, does hereby sell, without warranty, expressed or implied, to:

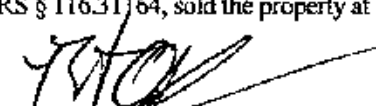
**FIRST 100, LLC**

the real property situated in Clark County, Nevada legally described as:

*SEE EXHIBIT A ATTACHED FOR LEGAL DESCRIPTION*

and commonly known as 230 E FLAMINGO RD #330, LAS VEGAS NV 89169.

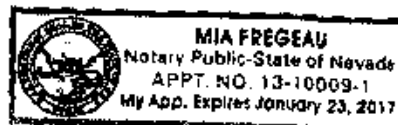
This conveyance is made pursuant to the powers conferred upon Agent by NRS Chapter 116, the foreclosing Association's governing documents (CC&R's), and the notice of the Lien for Delinquent Assessments, recorded on March 17, 2010 as instrument 201003170001067 in the Official Records of the Recorder of Clark County, Nevada. Default occurred as set forth in the Notice of Default and Election to Sell, recorded on May 10, 2010 as instrument 201005100001225 in the Official Records of the Recorder of Clark County, Nevada. All requirements of law have been complied with, including, but not limited to, the elapsing of the 90 days, the mailing of copies of the notice of Lien of Delinquent Assessment, and Notice of Default, and the mailing, posting, and publication of the Notice of Foreclosure Sale. Agent, in compliance with the Notice of Foreclosure Sale and in exercise of its power under NRS § 116.31164, sold the property at public auction on July 13, 2013.

By:   
Robert Opdyke, Esq.  
United Legal Services Inc.  
*As authorized agent for, and on behalf of, foreclosing Association*

STATE OF NEVADA           )  
COUNTY OF CLARK        )

This instrument was acknowledged before me  
on July 15, 2013, by: Robert Opdyke.

  
NOTARY PUBLIC



JA000245

**EXHIBIT A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

**PARCEL I:**

UNIT 308 ("UNIT") IN BUILDING 3 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 01551 IN BOOK 20050601, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 162-16-810-355  
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  
Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ 121,000.00

b. Deed in Lieu of Foreclosure Only (value of property) \_\_\_\_\_

c. Transfer Tax Value: \$ 121,000.00

d. Real Property Transfer Tax Due \$ 617.10

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: Seller's Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: United Legal Services Inc.\*

Address: 9484 S. Eastern Ave. #163

City: Las Vegas

State: NV Zip: 89123

*\*As agent for Henderson Private Residences Homeowners Association.*

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

Print Name: United Legal Services Inc.

Address: 9484 S. Eastern Ave. #163

City: Las Vegas

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

Print Name: First 100, LLC

Address: 10620 Southern Highland 110-485

City: Las Vegas

State: NV Zip: 89141

Escrow # \_\_\_\_\_

State: NV Zip: 89123

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000247

# **EXHIBIT 4**

3-1

Inst#: 20150409-0000739

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$425.85 Ex: #

04/09/2015 09:15:12 AM

Receipt #: 2379393

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN 162-16-810-355

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B1W8  
Canada

### DEED OF SALE

THIS INDENTURE WITNESSETH: that first party

#### FIRST 100, LLC

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

#### KAL-MOR-USA, LLC

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

*SEE EXHIBIT "A" ATTACHED*

and commonly known as 230 East Flamingo Road #330 Las Vegas, Nevada 89169.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

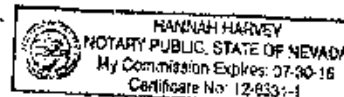
By: Carlos Cardenas  
Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 9, 2015.

By: Carlos Cardenas

NOTARY PUBLIC



JA000249

**EXHIBIT A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

**PARCEL I:**

UNIT 308 ("UNIT") IN BUILDING 3 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 01551 IN BOOK 20050601, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

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

OMNI FINANCIAL, LLC, a foreign limited  
liability company Appellant,

vs.

KAL-MOR-USA, LLC, a Nevada limited  
liability company;

Respondent.

**No.: 82028**

Eighth Judicial District Court  
Case No: A-17-757061-C  
(Honorable Richard Scotti)

**JOINT APPENDIX  
Volume II  
(JA000251 – JA000500)**

**HOWARD & HOWARD ATTORNEYS PLLC**

BRIAN J. PEZZILLO, ESQ.

Nevada Bar No. 007136

ROBERT HERNQUIST, ESQ.

Nevada Bar No.010616

3800 Howard Hughes Pkwy., Ste. 1000

Las Vegas, Nevada 89169

*Attorneys for Appellant Omni Financial, LLC*

## INDEX TO APPENDIX

| DOCUMENT   | DATE       | VOL.     | PAGE NOS.           |
|--|------------|----------|---------------------|
| ACCEPTANCE OF SERVICE BY FIRST 100 OF COMPLAINT  | 7/20/2017  | I        | JA000029            |
| ACCEPTANCE OF SERVICE BY OMNI FINANCIAL, LLC OF COMPLAINT                              | 8/7/2017   | I        | JA000030            |
| ANSWER OF KAL-MOR-USA TO COUNTERCLAIM OF OMNI FINANCIAL, LLC                           | 9/3/2019   | VI       | JA001458 - 001470   |
| ANSWER OF FIRST 100, LLC TO CROSSCLAIM OF OMNI FINANCIAL, LLC                          | 11/25/2019 | VII      | JA001578 – JA001592 |
| ANSWER OF FIRST 100, LLC TO COMPLAINT OF KAL-MOR-USA                                   | 11/26/2019 | VII      | JA001593 - 001613   |
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| COMPLAINT FILED BY KAL-MOR-USA   | 6/19/2017  | I        | JA000001 - 000024   |
| DECLARATION OF GREG DARROCH IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT                  | 7/26/2018  | III – IV | JA000591 - 000784   |
| FIRST AMENDED CROSS CLAIM OF OMNI FINANCIAL AGAINST FIRST 100                          | 10/31/2019 | VII      | JA001564 - 001577   |
| FINDINGS OF FACT AND CONCLUSIONS OF LAW GRANTING PARTIAL SUMMARY JUDGMENT              | 10/2/2018  | VI       | JA001307 - 001317   |



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| MINUTE ORDER DENYING NRCP<br>54(B) CERTIFICATION  | 7/1/2019   | VI     | JA001418             |
| MINUTE ORDER GRANTING PARTIAL<br>SUMMARY JUDGMENT   | 8/31/2018  | VI     | JA1305 -<br>001306   |
| MINUTE ORDER VACATING TRO<br>HEARING  | 9/17/2019  | III    | JA000557             |
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| MINUTES FROM MOTION FOR<br>RECONSIDERATION  | 2/27/2019  | VI     | JA001385             |
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| MOTION FOR PARTIAL SUMMARY<br>JUDGMENT  | 7/26/18    | III    | JA000566 -<br>000590 |
| MOTION FOR PARTIAL SUMMARY<br>JUDGMENT  | 6/16/2020  | VII    | JA001616 -<br>001687 |
| MOTION FOR RECONSIDERATION<br>FILED BY OMNI FINANCIAL   | 10/22/2018 | VI     | JA001331 -<br>001355 |

|   |            |          |                      |
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| MOTION FOR TEMPORARY<br>RESTRAINING ORDER FILED BY<br>KAL-MOR-USA   | 8/18/20107 | I        | JA000031 -<br>000195 |
| MOTION TO CERTIFY ORDER<br>GRANTING SUMMARY JUDGMENT<br>AS FINAL PURSUANT TO NRCP 54(B)                               | 5/29/2019  | VI       | JA001398 -<br>001406 |
| NOTICE OF APPEAL  | 10/27/2020 | VII      | JA001737 -<br>001739 |
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| NOTICE OF REMOVAL OF STATE<br>COURT ACTION  | 8/29/2017  | II - III | JA000356 -<br>000556 |
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| OPPOSITION TO MOTION TO<br>CERTIFY ORDER PURSUANT TO<br>NRCP 54(B)  | 6/10/2019  | VI       | JA001407 -<br>001410 |
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|  |           |         |                   |
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| OPPOSITION (LIMITED) TO MOTION FOR PARTIAL SUMMARY JUDGMENT FILED BY FIRST 100, LLC  | 6/30/2020 | VII     | JA001688 - 001691 |
| OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT FILED BY OMNI FINANCIAL, LLC   | 6/30/2020 | VII     | JA001692 - 001707 |
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|  |            |     |                      |
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| REPLY IN SUPPORT OF MOTION TO<br>DISMISS OR IN THE ALTERNATIVE<br>MOTION FOR SUMMARY JUDGMENT<br>FILED BY FIRST 100, LLC | 10/7/2019  | VII | JA001544 -<br>001556 |
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| TRANSCRIPT FROM HEARING RE:<br>KAL-MOR-USA'S MOTION FOR<br>PARTIAL SUMMARY JUDGEMENT                                     | 8/27/2018  | VII | JA001740 -<br>001783 |
| TRANSCRIPT FROM HEARING ON<br>MOTION RE: MOTION FOR<br>RECONSIDERATION OF PARTIAL<br>SUMMARY JUDGMENT                    | 3/20/2019  | VII | JA001784 -<br>001812 |

Dated this 8<sup>th</sup> day of April 2021.

**HOWARD & HOWARD ATTORNEYS PLLC**

By: /s/ Brian J. Pezzillo

BRIAN J. PEZZILLO, ESQ.

Nevada Bar No. 007136

ROBERT HERNQUIST, ESQ.

Nevada Bar No. 010616

3800 Howard Hughes Pkwy., Ste. 1000

Las Vegas, Nevada 89169

*Attorneys for Appellant Omni Financial, LLC*

## **CERTIFICATE OF SERVICE**

I hereby certify that on the 8<sup>th</sup> day of April, 2021, a true and correct copy of the foregoing **JOINT APPENDIX (Volume II)** was served by the following method(s):

**XXX BY ELECTRONIC MEANS:** by electronically filing and serving with the court's vendor pursuant to NRAP 14(f).

/s/ Anya Ruiz

---

An employee of Howard & Howard Attorneys PLLC

## **SERVICE LIST**

Bart K. Larsen, Esq.  
SHEA & LARSEN  
1731 Village Center Circle, Suite 150  
Las Vegas, NV 89134  
*Attorneys for Kal-Mor-USA, LLC*

Danielle J. Barraza, Esq.  
MAIER GUTIERREZ & ASSOCIATES  
8816 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for First 100, LLC*

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 162-16-810-365  
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

|  |             |
|--|-------------|
| <b>FOR RECORDERS OPTIONAL USE ONLY</b> |             |
| Book _____                             | Page: _____ |
| Date of Recording: _____               |             |
| Notes: _____                           |             |

**3. a. Total Value/Sales Price of Property**

~~\$ 24,943.00~~ 83,097 HH

**b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))**

**c. Transfer Tax Value:**

~~\$ 24,943.00~~ 83,097 HH

**d. Real Property Transfer Tax Due**

~~\$ 22.60~~ 428.85 HH

**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: KAL-MOR-USA, LLC  
Address: 576 Middleton Way  
City: Coldstream, BC  
State: Canada Zip: BCV1B3W8

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED MICROFILMED

JA000251

# **EXHIBIT 5**



APN: 177-20-813-127

Return document and mail tax statements to:

First 100, LLC  
10620 Southern Highlands Pkwy, Ste. 110-485  
Las Vegas NV 89141

Inst #: 201305070003558

Fee: \$18.00 N/C Fee: \$0.00

RPTT: \$408.00 Ex: #

05/07/2013 02:34:26 PM

Receipt #: 1605566

Requestor:

UNITED LEGAL SERVICES INC.

Recorded By: MSH Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

### FORECLOSURE DEED UPON SALE

Foreclosing lienholder **SOUTHGATE CONDOMINIUM UNIT-OWNERS' ASSOCIATION**, under power of sale pursuant to NRS Chapter 116, does hereby sell, without warranty, expressed or implied, to:

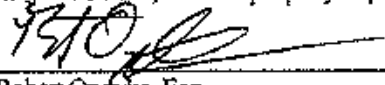
**FIRST 100, LLC**

the real property situated in Clark County, Nevada legally described as:

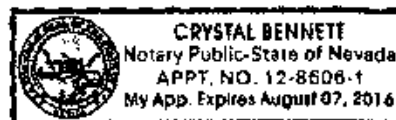
*SEE EXHIBIT A ATTACHED FOR LEGAL DESCRIPTION*

and commonly known as 2615 W GARY AVE #1065, LAS VEGAS NV 89123.


This conveyance is made pursuant to the powers conferred upon Agent by NRS Chapter 116, the foreclosing Association's governing documents (CC&R's), and the notice of the Lien for Delinquent Assessments, recorded on December 6, 2010 as instrument 201012060002715 in the Official Records of the Recorder of Clark County, Nevada. Default occurred as set forth in the Notice of Default and Election to Sell, recorded on January 14, 2011 as instrument 201101140001433 in the Official Records of the Recorder of Clark County, Nevada. All requirements of law have been complied with, including, but not limited to, the elapsing of the 90 days, the mailing of copies of the notice of Lien of Delinquent Assessment, and Notice of Default, and the mailing, posting, and publication of the Notice of Foreclosure Sale. Agent, in compliance with the Notice of Foreclosure Sale and in exercise of its power under NRS § 116.31164, sold the property at public auction on May 4, 2013.

By:   
Robert Opdyke, Esq.  
United Legal Services Inc.  
*As authorized agent for, and on behalf of, foreclosing Association*

STATE OF NEVADA           )  
COUNTY OF CLARK       )



This instrument was acknowledged before me  
on May 14, 2013, by: Robert Opdyke.

  
NOTARY PUBLIC

JA000253

## **EXHIBIT A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

### **PARCEL ONE (1) - UNIT:**

LIVING UNIT 1065 IN BUILDING 17, AS SHOWN ON THE FINAL MAP OF ST. JAMES PLACE, A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 128 OF PLATS, PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

### **PARCEL TWO (2) - COMMON ELEMENTS:**

AN UNDIVIDED 1/180TH INTEREST AS TENANT IN COMMON IN THE COMMON ELEMENTS AS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHGATE CONDOMINIUMS RECORDED JANUARY 10, 2006 IN BOOK 20060110 AS DOCUMENT NO. 03501 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM ALL UNITS AS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM FOR THE BENEFIT OF OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN AND TO THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

### **PARCEL THREE (3) - LIMITED COMMON ELEMENTS:**

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS DEFINED AND DESCRIBED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

### **PARCEL FOUR (4) - APPURTENANT EASEMENTS:**

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENT IS APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) DESCRIBED ABOVE.

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 177-20-813-127  
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  
☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ 80,000.00

b. Deed in Lieu of Foreclosure Only (value of property: \_\_\_\_\_)

c. Transfer Tax Value:

\$ 80,000.00

d. Real Property Transfer Tax Due

\$ 408.00

4. If Exemption Claimed:

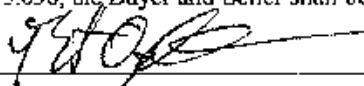
a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_

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



Capacity: Seller's Agent

Signature \_\_\_\_\_

Capacity: \_\_\_\_\_

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

Print Name: United Legal Services Inc.  
Address: 9484 S. Eastern Ave. #163  
City: Las Vegas  
State: NV Zip: 89123

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

Print Name: First 100, LLC  
Address: 10620 Southern Highland 110-485  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: United Legal Services Inc.  
Address: 9484 S. Eastern Ave. #163  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89123

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED  
\*As agent for Southgate Condominium Unit-Owners' Association.

JA000255

# **EXHIBIT 6**

Inst#: 20150409-0000742

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$456.45 Ex: #

04/09/2015 09:15:12 AM

Receipt #: 2379093

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

3 - 1

APN 177-20-813-127

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

### DEED OF SALE

THIS INDENTURE WITNESSETH: that first party

**FIRST 100, LLC**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey  
without warranty, express or implied, to:

**KAL-MOR-USA, LLC**

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

*SEE EXHIBIT "A" ATTACHED*

and commonly known as 2615 West Gary Ave #1065, Las Vegas, Nevada 89123.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of  
way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances  
now in force, if any.

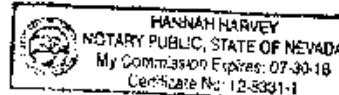
By: Carlos Cardenas  
Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 9, 2015.

By: Carlos Cardenas

NOTARY PUBLIC



JA000257

**EXHIBIT A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

**PARCEL ONE (1) - UNIT:**

LIVING UNIT 1065 IN BUILDING 17, AS SHOWN ON THE FINAL MAP OF ST. JAMES PLACE, A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 128 OF PLATS, PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

**PARCEL TWO (2) - COMMON ELEMENTS:**

AN UNDIVIDED 1/180TH INTEREST AS TENANT IN COMMON IN THE COMMON ELEMENTS AS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHGATE CONDOMINIUMS RECORDED JANUARY 10, 2006 IN BOOK 20060110 AS DOCUMENT NO. 03501 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM ALL UNITS AS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM FOR THE BENEFIT OF OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN AND TO THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

**PARCEL THREE (3) - LIMITED COMMON ELEMENTS:**

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS DEFINED AND DESCRIBED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

**PARCEL FOUR (4) - APPURTENANT EASEMENTS:**

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENT IS APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) DESCRIBED ABOVE.

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 177-20-813-127  
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

\$ ~~27,840.00~~ 89,323 *HA*

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value:

\$ ~~27,840.00~~ 89,323 *HA*

d. Real Property Transfer Tax Due

\$ ~~442.88~~ 496.95 *HA*

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 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: Director

Signature \_\_\_\_\_

Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV

Zip: 89141

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

Print Name: KAL-MOR-USA, LLC

Address: 576 Middleton Way

City: Coldstream, BC

State: Canada

Zip: BCV1B3W8

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

Print Name: First 100, LLC

Escrow # \_\_\_\_\_

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV

Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000259

# **EXHIBIT 7**



inst#: 201109140001783  
Fees: \$16.00 N/C Fee: \$25.00  
RPTT: \$30.00 Ex: #  
09/14/2011 12:13:54 PM  
Receipt #: 912658  
Requestor:  
CAMCO  
Recorded By: SUO Pgs: 4  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 161-10-511-072

WHEN RECORDED MAIL DEED AND  
TAX STATEMENTS TO:

Sahara Sunrise HOA  
PO Box 12117  
Las Vegas NV 89112

Title No. A1685  
Account NO. 55372  
TS No. 0119110-A-14-A

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TRUSTEE'S DEED UPON SALE**

The undersigned declares:

- 1) The grantee herein **WAS** the foreclosing beneficiary
- 2) The amount of the unpaid debt together with costs was \$ 5,600.00
- 3) The amount paid by the grantee at the trustee sale was \$ 5,600.00
- 4) The documentary transfer tax is \$ 30.60
- 5) City Judicial District of LAS VEGAS

And **Absolute Collection Services, LLC.**, as the duly appointed Trustee under the Notice of Delinquent Assessment hereinafter described, does hereby **GRANT** and **CONVEY**, but without warranty, express or implied, to: **Sahara Sunrise HOA, PO Box 12117, Las Vegas NV 89112**

(herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of CLARK, State of NEVADA, described as follows:

**6575 Shining Sand Ave., Las Vegas NV 89142**

Legal Description-shown on the Subdivision map recorded in Book No. 91 Page(s) 12, Lot 72, Block 1 Inclusive, of Maps of the Country of Clark, State of Nevada; See Exhibit A Attached

**AGENT STATES THAT:**

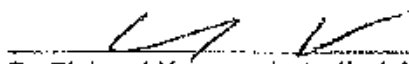
This conveyance is made pursuant to the powers granted to **SAHARA SUNRISE HOA** and conferred upon appointed trustee by the provisions of the Nevada Revised Statutes, the **SAHARA SUNRISE HOA** governing documents (CC&R's) recorded as instrument number 01122 Book 20000322 on **MARCH 22, 2000** and that certain Notice

JA000261

of Delinquent Assessment Lien recorded on **SEPTEMBER 30, 2010** Instrument number **0002360** Book **20100930** Official Records of CLARK County; and pursuant to NRS 117.070 et Seq. or NRS 116.3115 et Seq and NRS 116.3116 through 116.31168 et Seq. The name of the owner(s) of the property (trustor) was: **LORI MARKS**

Default occurred as set forth in a Notice of Default and Election to Sell, recorded on **JANUARY 19, 2011** as instrument **0000114** Book **20110119** which was recorded in the office of the recorder of said county. Absolute Collection Services, LLC. Has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of **SAHARA SUNRISE HOA** at public auction on **SEPTEMBER 13, 2011** at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid **\$5,600.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.


Dated: September 14, 2011

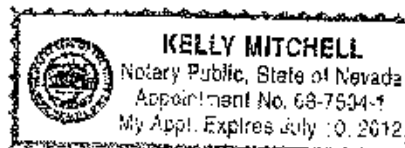
  
By Richard Kaye on behalf of Absolute Collection Services

STATE OF NEVADA       )  
COUNTY OF CLARK     )

On 9/14/11 before me, Kelly Mitchell, personally appeared Richard Kaye personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

  
Kelly Mitchell, Notary Public



JA000262

**EXHIBIT "A"**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK, CITY OF LAS VEGAS, AND DESCRIBED AS FOLLOWS:

**PARCEL I:**

LOT SEVENTY-TWO (72) IN BLOCK ONE (1) OF SAHARA SUNRISE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 91 OF PLATS, PAGE 12 IN BOOK 885830 AS DOCUMENT NO. 01554, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THOSE AREAS DELINEATED AS "PRIVATE STREETS" AND "COMMON ELEMENTS" ON THE ABOVE REFERENCED PLAT, AND DEFINED AS "ASSOCIATION PROPERTY" IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAHARA SUNRISE RECORDED MARCH 22, 2000 IN BOOK 20000322 AS DOCUMENT NO. 01122, OFFICIAL RECORDS.

STATE OF NEVADA  
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

- a. 161-10-511-072  
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  
☐ Other \_\_\_\_\_

FOR RECORDER'S OPTIONAL USE ONLY

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3. a. Total Value/Sales Price of Property \$ 5,600.00  
b. Deed in Lieu of Foreclosure Only (value of property) ( )  
c. Transfer Tax Value: \$ 5,600.00  
d. Real Property Transfer Tax Due \$ \$30.60

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: Heely Mitchell

Capacity: Grantee

Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: Absolute Collection Services LLC   
Address: PO Box 12117  
City: Las Vegas  
State: NV Zip: 89112

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: Sahara Sunrise HOA  
Address: PO Box 12117  
City: Las Vegas  
State: NV Zip: 89112

COMPANY REQUESTING RECORDING

Print Name: CAMCO  
Address: PO Box 12117  
City: Las Vegas

Escrow #: N/A-foreclosure

State: NV Zip: 89112

As a public record this form may be recorded/microfilmed

JA000264

# **EXHIBIT 8**

Inst #: 20140318-0002205  
Fees: \$19.00 H/C Fee: \$25.00  
RPTT: \$817.65 Ex: #  
03/18/2014 03:03:10 PM  
Receipt #: 1964661  
Requestor:  
ABSOLUTE COLLECTION SERVICE  
Recorded By: SUO Pgs: 4  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 161-10-511-072

WHEN RECORDED MAIL DEED AND  
TAX STATEMENTS TO:

First 100 LLC  
10620 Southern Highlands Pkwy Ste 110-508  
Las Vegas, NV 89141

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED**

THIS QUITCLAIM DEED made on **March 18, 2014**, between **Sahara Sunrise HOA,**  
c/o CAMCO PO Box 12117, Las Vegas, NV 89112 and **First 100 LLC,** 10620  
Southern Highlands Pkwy Ste 110-508, Las Vegas, NV 89141

That for and in the consideration of the sum of TWELVE THOUSAND ONE  
HUNDRED SIXTY-EIGHT DOLLARS AND 94/100 CENTS (\$12,168.94) the receipt  
of which is hereby acknowledged, **Sahara Sunrise HOA** does hereby  
release, remise and forever quitclaim unto **First 100 LLC** all of his interest, if any, in  
that certain real property commonly known as:

**6575 Shining Sand Ave., Las Vegas, NV 89142**

Legally described as follows:

Lot 72, Block 1 as per map recorded in Plat Book 91, Page 12, as shown in the  
Office of the County Recorder of Clark County Nevada

Together with all the tenements, hereditaments, and appurtenances thereunto  
belonging, and the reversions, remainders, rents, issues, and profits thereof. To  
have and to hold, all and singular the premises, with the  
appurtenances, unto **First 100 LLC** and his/her heirs and assigns forever

JA000266

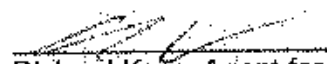
In witness whereof, **Sahara Sunrise HOA** has hereunto this 18th day of March and 2014 as set forth above.

State of Nevada )ss

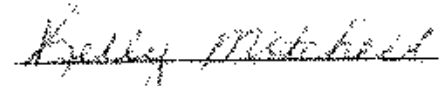
County of Clark )ss

I, Richard Kaye , being first duly sworn, deposes and says:

That I am the authorized representative of **Sahara Sunrise HOA** in the above-entitled action: that I have read the foregoing and know the contents thereof, and that the same is true of my knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.

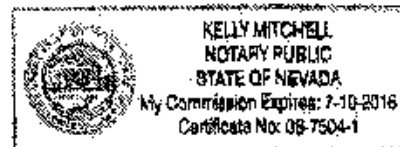
  
Richard Kaye, Agent for Sahara Sunrise HOA

Subscribed and sworn to before me this 18th DAY OF March, 2014.

  
Kelly Mitchell, Notary Public

My Commission Expires: 7/10/16

Certificate No: 08-7504-1



**EXHIBIT "A"**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK, CITY OF LAS VEGAS, AND DESCRIBED AS FOLLOWS:

**PARCEL I:**

LOT SEVENTY-TWO (72) IN BLOCK ONE (1) OF SAHARA SUNRISE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 91 OF PLATS, PAGE 12 IN BOOK 890830 AS DOCUMENT NO. 01584, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THOSE AREAS DELINEATED AS "PRIVATE STREETS" AND "COMMON ELEMENTS" ON THE ABOVE REFERENCED PLAT, AND DEFINED AS "ASSOCIATION PROPERTY" IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAHARA SUNRISE RECORDED MARCH 22, 2000 IN BOOK 20000322 AS DOCUMENT NO. 01122, OFFICIAL RECORDS.



STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 161-10-511-012  
b.  
c.  
d.

2. Type of Property:

- a. ☐ Vacant Land b. ☒ Single Fam. Res.  
c. ☐ Condo/Townhse 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

\$ 12,168.84

b. Deed in Lieu of Foreclosure Only (value of property)

c. Transfer Tax Value:

\$ 101,423.00

d. Real Property Transfer Tax Due

\$ 517.65

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

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: Sahara Sunrise HOA  
Address: PO Box 12117  
City: Las Vegas  
State: NV Zip: 89112

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

Print Name: First 100 LLC  
Address: 10620 Southern Highlands Pkwy 110-508  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: Absolute Collection Service Escrow # N/A - for exclusive  
Address: 4440 S. Ky. Pkwy. Ste 100-154  
City: Las Vegas State: NV Zip: 89131

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000269

## **EXHIBIT 9**

(2) - 1

APN 161-10-511-072

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inet #: 20150413-0002986

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$716.55 Ex: #

04/13/2015 03:17:58 PM

Receipt #: 2383139

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

## DEED OF SALE

**THIS INDENTURE WITNESSETH:** That first party

**First 100, LLC**

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

**Kal-Mor-USA, LLC**

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

*SAHARA SUNRISE PLAT BOOK 91 PAGE 12 LOT 72 BLOCK 1*

And commonly known as 6575 Shining Sand Avenue, Las Vegas, NV 89142.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By: 

Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10<sup>th</sup> 2015, by Carlos Cardenas

  
Notary Public



JA000271

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 161-10-511-072  
b.  
c.  
d.

2. Type of Property:

- a. ☐ Vacant Land b. ☐ Single Fam. Res.  
c. ☒ Condo/Twnhse d. ☐ 2-4 Pkx  
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

\$ 5140,223.00

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )

c. Transfer Tax Value:

\$ 140,223.00

d. Real Property Transfer Tax Due

\$ 716.55

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 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 Christene Bernard Capacity: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV Zip: 89041

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

Print Name: Kai Mor USA

Address: 576 Middleton Way

City: Coldstream,

State: BC V1B3W8 Zip: \_\_\_\_\_

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

Print Name: Christene Bernard

Escrow # \_\_\_\_\_

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV

Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000272

# **EXHIBIT 10**

2-1

Inst #: 20140716-0002749  
Fees: \$17.00 N/C Fee: \$0.00  
RPTT: \$303.45 Ex: #  
07/16/2014 03:11:40 PM  
Receipt #: 2090285  
Requestor:  
FIRST 100 LLC  
Recorded By: RYUD Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 163-24-612-588

Return document and mail tax statements to:  
First 100, LLC,  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas NV 89141

### DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

**BELLA VITA HOMEOWNERS ASSOCIATION**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

**First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred**

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

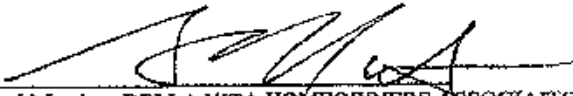
**WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1056**

and commonly known as 4921 Indian River Dr. #112 Las Vegas, NV 89103.

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

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:

  
Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

Print Name:

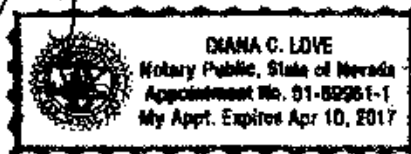
Bruce Marten

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on July 10, 2014,

by: BRUCE MARTEN  
(print name of above signatory)

Diana C. Love  
NOTARY PUBLIC No. 01-69961-1  
Exp. 7-10-17



JA000274

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 163-24-512-558  
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

|  |             |
|--|-------------|
| <b>FOR RECORDERS OPTIONAL USE ONLY</b> |             |
| Book _____                             | Page: _____ |
| Date of Recording: _____               |             |
| Notes: _____                           |             |

- 3.a. Total Value/Sales Price of Property      \$ 59,274.00  
b. Deed in Lieu of Foreclosure Only (value of property( \_\_\_\_\_ )  
c. Transfer Tax Value:      \$ 59,274.00  
d. Real Property Transfer Tax Due      \$ 303.45

**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: Bella Vita HOA  
Address: 5010 Indian River Drive  
City: Las Vegas  
State: NV      Zip: 89103

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

Print Name: First 100, LLC  
Address: 11920 Southern Highlandy Pkwy  
City: Las Vegas  
State: NV      Zip: 89141

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

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000275

# **EXHIBIT 11**



2-1

APN 163-24-612-588

Return document and real tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inst #: 20150413-0002987

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$204.00 Ex: #

04/13/2015 03:17:58 PM

Receipt #: 2363139

Requester:

FIRST 100 LLC

Recorded By: SHAWA Page: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

## DEED OF SALE

**THIS INDENTURE WITNESSETH:** That first party

**First 100, LLC**

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

**Kal-Mor-USA, LLC**

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

*WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1056*

And commonly known as 4921 Indian River Drive #112, Las Vegas, NV 89103.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By: Carlos Cardenas

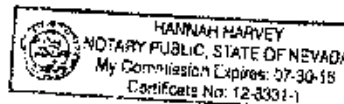
Carlos Cardenas - Director

State of Nevada

County of Clark

This instrument was executed before me on April 10th 2015, by Carlos Cardenas

Hannah Harvey  
Notary Public



JA000277

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 163-24-612-588  
b.  
c.  
d.

2. Type of Property:

a. ☐ Vacant Land b. ☐ Single Fam. Res.  
c. ☒ Condo/Townhse 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 \$ 539,963.00  
b. Deed in Lieu of Foreclosure Only (value of property)  
c. Transfer Tax Value: \$ 39,963.00  
d. Real Property Transfer Tax Due \$ 204.18

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 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: Agent

Signature: \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89041

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

Print Name: Kal Mor USA  
Address: 576 Middleton Way  
City: Goldstream,  
State: BC V1B3W8 Zip:

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

Print Name: Christine Bernard Escrow #/  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000278

# **EXHIBIT 12**

Mail and Return Tax statement to:  
Bella Vita Homeowners Association  
8290 Arville Street  
Las Vegas, NV 89139

APN # 163-24-612-639

Inst #: 201401230002773  
Fees: \$15.00 N/C Fee: \$0.00  
RPTT: \$221.85 Ex: #  
01/23/2014 11:19:56 AM  
Receipt #: 1910699  
Requestor:  
**RED ROCK FINANCIAL SERVICES**  
Recorded By: SCA Pgs: 3  
**DEBBIE CONWAY**  
**CLARK COUNTY RECORDER**

### FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Bella Vita Homeowners Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 04/14/2009 as instrument number 0001210 Book 20090414, in Clark County. The previous owner as reflected on said lien is JEFFREY M. HULDEBRANDT. Red Rock Financial Services as agent for Bella Vita Homeowners Association does hereby grant and convey, but without warranty expressed or implied to: **Bella Vita Homeowners Association** (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: **WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1107** which is commonly known as **5009 Indian River Dr #155 Las Vegas, NV 89103**.

#### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Bella Vita Homeowners Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 05/21/2009 as instrument number 0005417 Book 20090521 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Bella Vita Homeowners Association at public auction on 11/19/13, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$15,453.68** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

JA000280

Dated: January 21, 2014

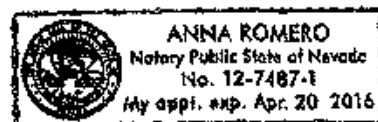
Kimberlee Sibley  
By: Kimberlee Sibley, employee of Red Rock Financial Services, agent for Bella Vita Homeowners Association

STATE OF NEVADA                    )  
COUNTY OF CLARK                )

On January 21, 2014, before me, personally appeared Kimberlee Sibley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Anna Romero  
When Recorded Mail To: Bella Vita Homeowners Association  
FirstService Residential  
8290 Arville Street  
Las Vegas, NV 89139



JA000281

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 163-24-612-639  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Total Value/Sales Price of Property:

\$ 43,357.00  
Deed in Lieu of Foreclosure Only (value of property) \$ \_\_\_\_\_  
Transfer Tax Value: \$ 43,500.00  
Real Property Transfer Tax Due: \$ 221.85

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 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 Kimberly S. [Signature] Capacity AGENT  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services  
Address: 4775 West Teco Ave #140  
City: Las Vegas  
State: NV Zip: 89118

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Bella Vita Homeowners Association  
Address: 8290 Arville Street  
City: Las Vegas  
State: NV Zip: 89139

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000282

# **EXHIBIT 13**

21

Inet #: 20140716-0002750  
Fees: \$17.00 N/C Fee: \$0.00  
RPTT: \$408.00 Ex: #  
07/16/2014 03:11:40 PM  
Receipt #: 2090285  
Requestor:  
FIRST 100 LLC  
Recorded By: RYUC Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 163-24-612-639

Return document and mail tax statements to:  
First 100, LLC,  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas NV 89141

### DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

**BELLA VITA HOMEOWNERS ASSOCIATION**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred

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

**WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1107**

and commonly known as 5809 Indian River Dr. #155 Las Vegas, NV 89103.

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

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:

  
Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

Print Name:

Bruce Marten

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on July 10, 2014,

by: BRUCE MARTEN  
(print name of above signatory)

Diana Love  
NOTARY PUBLIC No. 01-09901-1  
Exp. 4-10-17



JA000284



STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 163-24-612-639  
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 \$ 79,532.00  
b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))  
c. Transfer Tax Value: \$ 79,532.00  
d. Real Property Transfer Tax Due \$ 408.00

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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: Bella Vita HOA  
Address: 5010 Indian River Drive  
City: Las Vegas  
State: NV Zip: 89103

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

Print Name: First 100, LLC  
Address: 11920 Southern Highlandy Pkwy  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
City: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000285

# **EXHIBIT 14**

②-1

APN 163-24-612-639

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inet #: 20150413-0002989  
Fees: \$17.00 N/C Fee: \$0.00  
RPTT: \$237.15 Ex: #  
04/13/2015 03:17:58 PM  
Receipt #: 2383139  
Requestor:  
FIRST 100 LLC  
Recorded By: SHAWA Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

## DEED OF SALE

**THIS INDENTURE WITNESSETH:** That first party

**First 100, LLC**

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

**Kal-Mor-USA, LLC**

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

*WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1107*

And commonly known as 5009 Indian River Drive #155, Las Vegas, NV 89103.

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


Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By: 

Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10<sup>th</sup> 2015, by Carlos Cardenas

  
Notary Public



JA000287

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 163-24-612-639  
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

\$ 546,257.00

b. Deed in Lieu of Foreclosure Only (value of property)

( )

c. Transfer Tax Value:

\$ 46,257.00

d. Real Property Transfer Tax Due

\$ 237.15

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 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 Christine Barnard Capacity: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV Zip: 89041

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

Print Name: Kal Mor USA

Address: 576 Middleton Way

City: Goldstream,

State: BC V1B3W8 Zip: \_\_\_\_\_

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

Print Name: Christine Barnard

Escrow # \_\_\_\_\_

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV

Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000288

# **EXHIBIT 15**

Mail and Return Tax statement to:  
Bella Vita Homeowners Association  
8290 Arville Street  
Las Vegas, NV 89139

APN # 163-24-612-798

Inst #: 201312300000172  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$191.25 Ex: #  
12/30/2013 08:04:04 AM  
Receipt #: 1885608  
Requestor:  
**RED ROCK FINANCIAL SERVICES**  
Recorded By: RYUD Pgs: 3  
**DEBBIE CONWAY**  
**CLARK COUNTY RECORDER**

### FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Bella Vita Homeowners Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 11/02/2012 as instrument number 0001729 Book 20121102, in Clark County. The previous owner as reflected on said lien is SEONG IL YI. Red Rock Financial Services as agent for Bella Vita Homeowners Association does hereby grant and convey, but without warranty expressed or implied to: **Bella Vita Homeowners Association** (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: **WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1266** which is commonly known as **5295 Indian River Dr #314 Las Vegas, NV 89103**.

#### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Bella Vita Homeowners Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 12/31/2012 as instrument number 0001565 Book 20121231 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the lapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Bella Vita Homeowners Association at public auction on **11/19/13**, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$5,692.60** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

JA000290

Dated: December 26, 2013

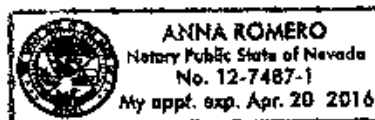
Kimberlee Sibley  
By: Kimberlee Sibley, employee of Red Rock Financial Services, agent for Bella Vita Homeowners Association

STATE OF NEVADA                    )  
COUNTY OF CLARK                )

On December 26, 2013, before me, personally appeared Kimberlee Sibley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Anna Romero  
When Recorded Mail To: Bella Vita Homeowners Association  
FirstService Residential Nevada, LLC  
8290 Arville Street  
Las Vegas, NV 89139



JA000291

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 163-24-612-798  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 37,483.00  
Transfer Tax Value: \$ 37,500.00  
Real Property Transfer Tax Due: \$ 191.25

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 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 Kimberlee Noble Capacity AGENT  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services  
Address: 4775 West Teco Ave #140  
City: Las Vegas  
State: NV Zip: 89118

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Bella Vita Homeowners Association  
Address: 6290 Arville Street  
City: Las Vegas  
State: NV Zip: 89139

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000292



# **EXHIBIT 16**

Inet #: 20140716-0002747  
Fees: \$17.00 N/C Fee: \$0.00  
RPTT: \$300.90 Ex: #  
07/16/2014 03:11:40 PM  
Receipt #: 2093285  
Requestor:  
FIRST 100 LLC  
Recorded By: RYUD Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 163-24-612-798

Return document and mail tax statements to:  
First 100, LLC,  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas NV 89141

### DEED OF SALE

THIS INSTRUMENT WITNESSETH: That first party

**BELLA VITA HOMEOWNERS ASSOCIATION**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

**First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred**  
the real property situated in Clark County, State of Nevada, described as follows:

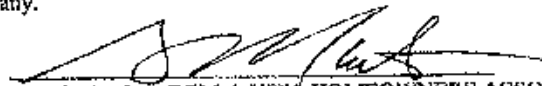
**WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1266**

and commonly known as 5295 Indian River Dr. #314 Las Vegas, NV 89103.

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

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:

  
Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

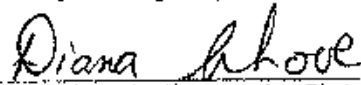
Print Name:

Bruce Marten

STATE OF NEVADA }  
COUNTY OF CLARK }

This instrument was acknowledged before me on July 10, 2014,

by: BRUCE MARTEN  
(print name of above signatory)

  
NOTARY PUBLIC No. 01-69961-1  
Exp 4-10-17



JA000294

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 163-24-612-798  
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

\$ 58,756.00

b. Deed in Lien of Foreclosure Only (value of property) \_\_\_\_\_

c. Transfer Tax Value:

\$ 58,756.00

d. Real Property Transfer Tax Due

\$ 300.90

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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: Bella Vita HOA  
Address: 5010 Indian River Drive  
City: Las Vegas  
State: NV Zip: 89103

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: First 100, LLC  
Address: 11920 Southern Highlandy Pkwy  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_

Escrow # \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000295

# **EXHIBIT 17**

2-1

APN 163-24-612-798

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inst #: 20150413-0002990

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$204.00 Ex: #

04/13/2015 03:17:58 PM

Receipt #: 2383139

Requester:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

## DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

First 100, LLC

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

Kal-Mor-USA, LLC

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

*WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1266*

And commonly known as 5295 Indian River Drive #314, Las Vegas, NV 89103.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

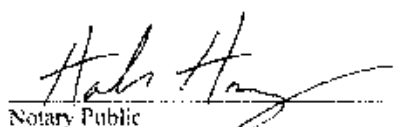
Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

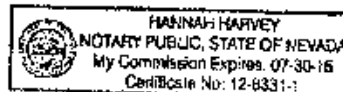
By: 

Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10<sup>th</sup> 2015, by Carlos Cardenas

  
Notary Public



JA000297

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 163-24-612-799  
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 \$ 539,963.00  
b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))  
c. Transfer Tax Value: \$ 39,963.00  
d. Real Property Transfer Tax Due \$ 204.18

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 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: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89041

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

Print Name: Kal Mor USA  
Address: 576 Middleton Way  
City: Coldstream  
State: BC V1B3W8 Zip: \_\_\_\_\_

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

Print Name: Christy Bernard  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000298

# **EXHIBIT 18**

Mail and Return Tax statement to:  
Bella Vita Homeowners Association  
8290 Arville Street  
Las Vegas, NV 89139

APN # 163-24-612-500

Inet #: 201401230002775  
Fees: \$18.00 W/C Fee: \$0.00  
RPTT: \$191.25 Ex: #  
01/23/2014 11:19:56 AM  
Receipt #: 1910699  
Requestor:  
RED ROCK FINANCIAL SERVICES  
Recorded By: SCA Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

## FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Bella Vita Homeowners Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 06/11/2012 as instrument number 0002273 Book 20120611, in Clark County. The previous owner as reflected on said lien is BRIAN KELLY. Red Rock Financial Services as agent for Bella Vita Homeowners Association does hereby grant and convey, but without warranty expressed or implied to: **Bella Vita Homeowners Association** (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: **WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 968 which is commonly known as 4400 Sandy River Dr #16 Las Vegas, NV 89103.**

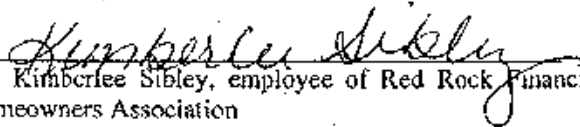
### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Bella Vita Homeowners Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 08/13/2012 as instrument number 0000459 Book 20120813 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Bella Vita Homeowners Association at public auction on 11/19/13, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid \$6,685.11 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

JA000300



Dated: January 21, 2014

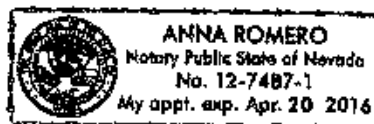
  
By: Kimberlee Sibley, employee of Red Rock Financial Services, agent for Bella Vita Homeowners Association

STATE OF NEVADA                     )  
COUNTY OF CLARK                 )

On January 21, 2014, before me, personally appeared Kimberlee Sibley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
When Recorded Mail To: Bella Vita Homeowners Association  
FirstService Residential  
8290 Arville Street  
Las Vegas, NV 89139



JA000301

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 163-24-612-500  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Total Value/Sales Price of Property:

\$ 37,483.00

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

Transfer Tax Value:

\$ 37,500.00

Real Property Transfer Tax Due:

\$ 191.25

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 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 Kimberlee M. M. M. Capacity AGENT  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services  
Address: 4775 West Tropic Ave #14D  
City: Las Vegas  
State: NV Zip: 89118

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Bella Vita Homeowners Association  
Address: 8290 Arville Street  
City: Las Vegas  
State: NV Zip: 89138

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000302

# **EXHIBIT 19**

2-1

Inst #: 20140716-0002748  
Fees: \$17.00 N/C Fee: \$0.00  
RPTT: \$229.50 Ex: #  
07/16/2014 03:11:40 PM  
Receipt #: 2090285  
Requestor:  
FIRST 100 LLC  
Recorded By: RYUD Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 163-24-612-500

Return document and mail tax statements to:  
First 100, LLC,  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas NV 89141

### DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

#### BELLA VITA HOMEOWNERS ASSOCIATION

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred

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

WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 968

and commonly known as 4400 Sandy River Dr. #16 Las Vegas, NV 89103.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:

  
Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

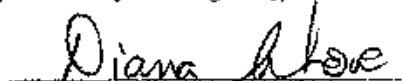
Print Name:

Bruce Marten

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on July 10, 2014,

by: BRUCE MARTEN  
(print name of above signatory)

  
NOTARY PUBLIC No. 01-69961-1  
Exp. 4-10-17



JA000304

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 163-24-612-800  
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  
Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3. a. Total Value/Sales Price of Property

\$ 44,710.00

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value:

\$ 44,710.00

d. Real Property Transfer Tax Due

\$ 229.50

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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: Bella Vita HOA  
Address: 5010 Indian River Drive  
City: Las Vegas  
State: NV Zip: 89103

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

Print Name: First 100, LLC  
Address: 11920 Southern Highlandy Pkwy  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_

Escrow # \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000305

# **EXHIBIT 20**

(2)

APN 163-24-612-500

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inst #: 20150413-0002988

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$204.00 Ex: #

04/13/2016 03:17:55 PM

Receipt #: 2383139

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

## DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

First 100, LLC

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

Kal-Mor-USA, LLC


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

*WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 968*

And commonly known as 4400 Sandy River Drive #16, Las Vegas, NV 89103.

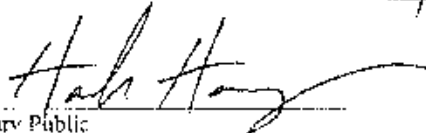
Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

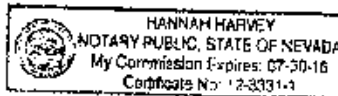
Subject to (i) Property taxes, (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10<sup>th</sup> 2015, by Carlos Cardenas

  
Notary Public



JA000307

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 163-24-612-530  
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  
Other

FOR RECORDERS OPTIONAL USE ONLY

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ 339,963.00

b. Deed in Lieu of Foreclosure Only (value of property)

c. Transfer Tax Value:

\$ 39,963.00

d. Real Property Transfer Tax Due

\$ 204.18

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 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 Christina Bernard Capacity: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**

(REQUIRED)

Print Name: First 100, LLC

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV Zip: 89041

**BUYER (GRANTEE) INFORMATION**

(REQUIRED)

Print Name: Kal Mor USA

Address: 576 Middleton Way

City: Coldstream

State: BC V1B3W8 Zip: \_\_\_\_\_

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

Print Name: Christina Bernard

Escrow # \_\_\_\_\_

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV

Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000308



# **EXHIBIT 21**

Inst#: 201012030002111  
Fees: \$15.00 W/C Fee: \$25.00  
RPTT: \$0.00 Ex: #003  
12/03/2010 12:09:30 PM  
Receipt #: 599979  
Requestor:  
CAMCO  
Recorded By: RNS Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

When recorded mail to and  
Mail Tax Statements to:  
Tierra Mesa Homeowners Association  
C/O CAMCO  
PO Box 12117  
Las Vegas, NV, 89112

A.P.N. No. 140-21-611-018  
Trustee Sale No. 16542-5782

*Corrective (201011030000595)*  
**TRUSTEE'S DEED UPON SALE - legal description**

The Grantee (Buyer) herein was Foreclosing Beneficiary: Tierra Mesa Homeowners Association  
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): \$8,008.96  
The amount paid by the Grantee (Buyer) at the Trustee's Sale: \$8,008.96  
The Documentary Transfer Tax: \$43.33  
Property address: 5782 Camino Ramon Ave, Las Vegas, NV 89156  
Said property is in [ ] unincorporated area: City of Las Vegas  
Trustee (Former Owner that was foreclosed on): Elizabeth Bradea

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded June 16, 2009 as instrument number 0004398, in Clark County, does hereby grant, without warranty expressed or implied to: Tierra Mesa Homeowners Association (Grantee), all its right, title and interest in the property legally described as:

*Exhibit A*

**TRUSTEE STATES THAT:**

This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on October 27, 2010 at the place indicated on the Notice of Trustee's Sale.

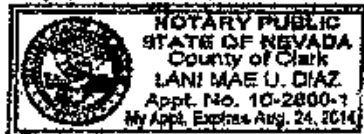
Branko Jefic  
Signature of AUTHORIZED AGENT for Alessi & Koenig, LLC

State of Nevada )  
County of Clark )

SUBSCRIBED and SWORN to before me Nov. 01, 2010

WITNESS my hand and official seal.

(Seal)



(Signature)

JA000310

140-21-611-018

EXHIBIT A

PARCEL ONE (1):

LOT SIXTY (60) IN BLOCK TWO (2), OF TIERRA MESA AS SHOWN BY MAP ON  
FILE IN BOOK 108 OF PLATS, PAGE 24 IN THE OFFICE OF THE COUNTY  
RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND  
ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE  
PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED  
HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1)

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a) 140-21-611-018  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

2. Type of Property:

a) ☐ Vacant Land b) ☒ Single Fam. Res.  
c) ☐ Condo/Townhse d) ☐ 2-4 Plex  
e) ☐ Apt. Bldg f) ☐ Comm'l/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

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 03

b. Explain Reason for Exemption: re-record with correct legal description

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 Heidi Mitchell Capacity Grantee  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: Alessia Koenig LLC  
Address: 9500 W Flamingo Rd #100  
City: Las Vegas  
State: NV Zip: 89147

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: Tierra Mesa HOA  
Address: PO Box 12117  
City: Las Vegas  
State: NV Zip: 89112

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

Print Name: CANACO Escrow # NA - Foreclosure  
Address: PO Box 12117  
City: Las Vegas State: NV Zip: 89112

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000312

## **EXHIBIT 22**

Inst #: 20140811-0000974  
Fees: \$19.00 N/C Fee: \$0.00  
RPTT: \$311.10 Ex: #  
08/11/2014 08:45:17 AM  
Receipt #: 2115470  
Requestor:  
ABSOLUTE COLLECTION SERVICE  
Recorded By: ANI Pgs: 4  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 140-21-611-018

WHEN RECORDED MAIL DEED AND  
TAX STATEMENTS TO:

First 100 LLC  
10620 Southern Highlands Pkwy Ste 110-485  
Las Vegas, NV 89141

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED**

THIS QUITCLAIM DEED made on **August 8, 2014**, between **Tierra Mesa HOA c/o CAMCO PO Box 12117, Las Vegas, NV 89112** and **First 100 LLC, 10620 Southern Highlands Pkwy, Ste 110-485, St. Las Vegas, NV 89141.**

That for and in the consideration of the sum of **NINE THOUSAND ONE HUNDRED NINETY-SIX DOLLARS AND 51/100 CENTS (\$9,196.51)** the receipt of which is hereby acknowledged, **Tierra Mesa HOA** does hereby release, remise and forever quitclaim unto **First 100 LLC** all of his interest, if any, in that certain real property commonly known as:

**5782 Camino Ramon Ave., Las Vegas, NV 89156**

Legally described as follows:

**Lot 60, Block 2, as per map recorded in Plat Book 108, Page 24, as shown in the Office of the County Recorder of Clark County Nevada**

Together with all the tenements, hereditaments, and appurtenances thereunto belonging, and the reversions, remainders, rents, issues, and profits thereof. To have and to hold, all and singular the premises, with the appurtenances, unto **First 100 LLC** and his/her heirs and assigns forever.

In witness whereof, **Tierra Mesa HOA** has hereunto this 8th day of **AUGUST** and 2014 as set forth above.

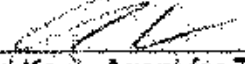
JA000314

State of Nevada )ss

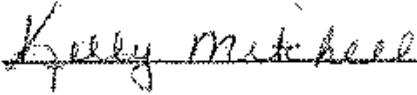
County of Clark )ss

I, Richard Kaye , being first duly sworn, deposes and says:

That I am the authorized representative of **Tierra Mesa HOA** in the above-entitled action: that I have read the foregoing and know the contents thereof, and that the same is true of my knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.

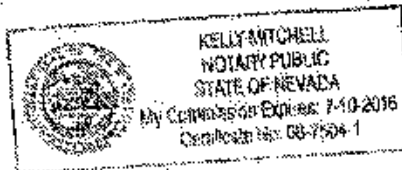
  
Richard Kaye, Agent for Tierra Mesa HOA

Subscribed and sworn to before me this 8th DAY OF August, 2014.

  
Kelly Mitchell, Notary Public

My Commission Expires: 7/10/16

Certificate No: 08-7504-1



140-21-611-018

EXHIBIT A

PARCEL ONE (1):

LOT SIXTY (60) IN BLOCK TWO (2), OF TIERRA MESA AS SHOWN BY MAP ON  
FILE IN BOOK 108 OF PLATS, PAGE 24 IN THE OFFICE OF THE COUNTY  
RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND  
ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE  
PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED  
HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1)



STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 140-21-611-018  
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/Indl  
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

\$ 9,196.51

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value;

\$ 60,823.00

d. Real Property Transfer Tax Due

\$ 311.10

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 Kelley Mitchell Capacity: Grantor

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: Tierra Mesa HOA

Address: PO Box 12117

City: Las Vegas

State: NV

Zip: 89112

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

Print Name: First 100 LLC

Address: 10820 Southern Highlands Pkwy #110 - 485

City: Las Vegas

State: NV

Zip: 89141

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

Print Name: Absolute Collection Sys

Address: 6440 Skypointe Dr Ave 140-154

City: Las Vegas

Escrow # N/A-foreclosure

State: NV

Zip: 89131

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000317

## **EXHIBIT 23**

② - 1

Inst #: 20150409-0000741  
Fee: \$17.00 N/C Fee: \$0.00  
RPTT: \$548.25 Ex: #  
04/09/2015 09:18:12 AM  
Receipt #: 2379093  
Requestor:  
FIRST 100 LLC  
Recorded By: SHAWA Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN 140-21-611-018

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

**DEED OF SALE**

THIS INDENTURE WITNESSETH: that first party

**FIRST 100, LLC**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

**KAL-MOR-USA, LLC**

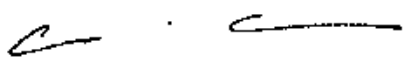
The real property situated in the County of Clark, State of Nevada, described as follows:

Lot 60, Block 2, as per map recorded in Plat Book 108, Page 24, as shown  
in the Office of the County Recorder of Clark County Nevada

and commonly known as 5782 Camino Ramon Ave, Las Vegas, Nevada 89156.

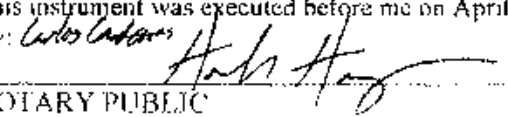
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 6<sup>th</sup>, 2015,

By:   
NOTARY PUBLIC



STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 140-21-611-018  
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

\$ 21,288.00 107,211 AH

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value: \$ 21,288.00 107,211 AH

d. Real Property Transfer Tax Due \$ 409.65 598.25 AH

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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: KAL-MOR-USA, LLC  
Address: 576 Middleton Way  
City: Coldstream, BC  
State: Canada Zip: BCV1B3W8

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000320

## **EXHIBIT 24**

JOINTLY SUBMITTED

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

FIRST 100, LLC, a Nevada limited liability company; 1<sup>st</sup> ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company.

Plaintiffs,  
vs.

OMNI FINANCIAL, LLC, a foreign limited liability company; PRENPOINCIANA, LLC, a foreign limited liability company; DOES 1 through X and ROE ENTITIES 1 through X;

Defendants.

AND ALL RELATED CLAIMS

Case No. 2:16-cv-00099-RFB-(CWH)

Related Case No. 2:16-cv-00109-RFB-CWH  
(Jointly Administered Cases)

**STIPULATED JUDGMENT**

COME NOW, (1) Plaintiffs and Counter-Defendants First 100, LLC ("First 100") and 1<sup>st</sup> One Hundred Holdings, LLC ("Holdings," and together with First 100, the "Plaintiffs"), by and through their undersigned attorneys, Maier Gutierrez Ayon; (2) Third-Party Defendants Holdings, Jay Bloom, Carlos Cardenas, Christopher Mergando, and Matthew Farkas (collectively, the "Guinamores"), by and through their undersigned attorneys, Maier Gutierrez Ayon; (3) Defendant, Counterplaintiff, and Third Party Plaintiff Omni Financial, LLC ("Omni"), by and through its undersigned attorneys, Howard & Howard Attorneys PLLC; (4) Defendants PrenPoinciana, LLC and Prentice Lending II LLC (collectively, "PrenPoinciana"), by and through their undersigned attorneys, Greenberg Traurig, LLP; and (5) Plaintiffs KAL-MOR-USA LLC and GIF Management LLC (in Case No. 2:16-cv-00109) (collectively, "Kal Mor U.S."), by and through their undersigned attorneys, Marcus & Lenthorn.

HOWARD & HOWARD ATTORNEYS, PLLC

3800 Howard Avenue, Suite 1000  
Las Vegas, Nevada 89169  
(702) 257-1453 FAX (702) 567-1568

JA000322

RECITALS

On January 15, 2016, First 100 filed a complaint asserting various claims for relief (the "Claims") against Omni and PrenPoinciana in the Eighth Judicial District Court in Clark County, Nevada (the "Lawsuit"), seeking an *ex parte* temporary restraining order stopping a foreclosure sale which Omni had previously noticed. Omni removed the Lawsuit to the U.S. District Court for the District of Nevada (the "District Court") (Notice of Removal, ECF No. 1),<sup>1</sup> where it is known as Case No. 2:16-cv-00099. On February 9, 2016, the Lawsuit was consolidated with a separate action filed by Kal-Mor USA LLC (which had also been removed by Omni and is Case No. 2:16-cv-00109, and which case constitutes part of the defined term, the "Lawsuit"). On June 15, 2016, Defendant Omni filed its Answer to First 100, LLC's Complaint and Counterclaim and Third-Party Complaint (ECF 99), asserting various counterclaims and third-party claims for relief against the Plaintiffs and Guarantors (the "Counterclaims and Third-Party Claims").

As set forth in extensive detail in the pleadings and papers in the Lawsuit, numerous disputes (collectively, the "Disputes") have arisen between Plaintiffs, Defendants, and Guarantors regarding, for example:<sup>2</sup>

- (a) First 100's default on a line of credit loan extended by Omni pursuant to a loan agreement and other transaction documents dated May 27, 2014;
- (b) the ownership, management, and control of certain homeowner association liens/receivables ("HOA Receivables") those acquired from the Association of Poinciana Villages ("APV") and (i) relating to the calendar year 2013 (the "2013 Receivables"), (ii) relating to the calendar years 2014-2015 (the "2014-2015 Receivables") and (iii) certain additional properties previously managed by Association Capital Resources, LLC (the "ACR Receivables");
- (c) the ownership, management, and control of all other HOA Receivables owned all other HOA Receivables owned by First 100 from time to time from the inception of the Omni loan through the date hereof, if and to the extent serviced by the McCabe Firm, including those relating

<sup>1</sup> All references herein to ECF numbers are to filings in Case No. 2:16-cv-00099.

<sup>2</sup> This list is not exhaustive.

HOWARD & HOWARD ATTORNEYS, PLLC

1950 Howard Street, Suite 1000

Los Angeles, Nevada 89105

(702) 351-1000 FAX (702) 505-1568

1 to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve,  
2 Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove) (collectively, the  
3 "Additional HOA Receivables");

4 (d) the ownership, management, and control of First 100's other personal property;

5 (e) the reasonableness of Omni's foreclosure sale on May 25, 2016 regarding such  
6 HOA Receivables and other personal property; and

7 (f) Omni's first-priority security interest, as beneficiary, under deeds of trust in various  
8 real properties previously or currently owned by First 100.

9 Without admitting liability, the Parties waive the entry of findings of fact and conclusions  
10 of law by the Court and voluntarily consent to the entry of this Stipulated Judgment fully resolving  
11 the Lawsuit, Disputes, Claims, Counterclaims, and Third-Party Claims.

12 NOW, THEREFORE, it is accordingly ORDERED, ADJUDGED, and DECREED that:

13 1. First 100 owes Omni a stipulated judgment debt in the amount of Four Million  
14 Eight Hundred Thousand Dollars (USD \$4,800,000), but which amount could increase by a  
15 specific sum if certain conditions subsequent were not met.

16 2. Omni is the absolute owner of all right, title, and interest in the 2013 Receivables  
17 2014-2015 Receivables, and Additional HOA Receivables, including without limitation (a) all  
18 future proceeds arising therefrom, (b) all undisbursed proceeds thereof being held by any third  
19 party, regardless of how such proceeds may have previously been allocated among the Parties, and  
20 (c) any rights or privileges enjoyed by, or benefiting, First 100 with respect to those HOA  
21 Receivables, including rights or privileges under any continuing powers of attorney granted by a  
22 third party.

23 3. The prior Order entered in this action on April 18, 2016 (ECF No. 60) is hereby  
24 vacated, and the restrictions set forth therein upon the distribution of HOA Receivables and the  
25 proceeds thereof are null and void. The HOA Receivables and all proceeds derived therefrom  
26 (meaning, for example, all undisbursed proceeds held by the Mediate law firm) may be disbursed  
27 upon the mutual instruction of the Party(ies) in accordance with this Stipulated Judgment and



HOWARD & HOWARD ATTORNEYS, PLLC

3500 Howard Hughes Parkway, Suite 1000

Las Vegas, Nevada 89169

(702) 257-1423 FAX: (702) 557-1568

1 the Stipulated Judgment entered in Case No. 2:16-cv-00109 on January 2, 2017 [ECF No. 58].

2 4. Upon full repayment of the stipulated judgment debt, Omni shall return or release  
3 to First 100 (i) any and all interest in the 2013 Receivables, the 2014-2015 Receivables, and  
4 Additional HOA Receivables; (ii) all remaining liens in First 100's claims and litigation; (iii) four  
5 specific real properties in Nevada, to First 100 or its Affiliate; and (iv) all real property derived  
6 from foreclosure actions on any of the HOA Receivables conveyed.

7 5. The Lawsuit and any and all Disputes, Claims, Counterclaims, and Third-Party  
8 Claims are hereby dismissed with prejudice.

9 6. This judgment shall not preclude or otherwise impair any claim or defense that may  
10 exist or arise between or among the Parties with respect to a breach of the Settlement Agreement.  
11 The Court hereby retains jurisdiction (over the Parties, the Lawsuit, the Disputes, Claims,  
12 Counterclaims, and Third-Party Claims, and the Settlement Agreement (and alleged breaches  
13 thereof)), to hear any further proceedings regarding the same, if necessary or appropriate.

14 7. Each Party bears responsibility for its own fees and costs incurred in connection  
15 with this matter (including, in particular, the Lawsuit).

16 8. The two monetary bonds deposited with the Clerk of the Court during the Lawsuit,  
17 by First 100 (in the amount of \$15,000, deposited on January 21, 2016 (ECF 13-14)) and Omni (in  
18 the amount of \$1,000, deposited on June 28, 2016 (ECF 131-32)), are to be immediately released  
19 to Omni.

20 ORDER

21 IT IS SO ORDERED.

22 Dated: February 16, 2017.

23  
24   
25 RICHARD F. BOULWARE, II  
26 United States District Judge  
27

**HOWARD & HOWARD ATTORNEYS, PLLC**

1800 Howard Hughes Parkway, Suite 1000  
Las Vegas, Nevada 89169  
(702) 257-1485 FAX (702) 567-1568

Approved as to form and content by:

Dated: February 14, 2017

**HOWARD & HOWARD ATTORNEYS  
PLLC**

By: Mr. Robert Hennquist  
Robert Hennquist  
Nevada Bar No. 19616  
Mark Gardberg  
Nevada Bar No. 10879  
Wells Fargo Tower, Suite 1000  
3800 Howard Hughes Parkway  
Las Vegas, Nevada 89169-5980

*Attorneys for Defendant, Counterplaintiff,  
and Third Party Plaintiff Omni Financial  
LLC*

Dated: February 14, 2017

**GREENBERG TRAURIG, LLP**

By: Mr. Christopher Miltenberger  
Christopher Miltenberger  
Nev. Bar No. 10153  
3773 Howard Hughes Parkway, #400  
Las Vegas, NV 89169

*Attorneys for Defendants PrenPoinclana,  
LLC and Prentice Lending II LLC*

Dated: February 14, 2017

**MAIER GUTIERREZ AYON**

By: Mr. Joseph A. Gutierrez  
Joseph A. Gutierrez  
Nevada Bar No. 9046  
Jason R. Maier, Nevada Bar No. 8557  
8816 Spanish Ridge Avenue  
Las Vegas, Nevada 89148

*Attorneys for (1) Plaintiffs and  
Counterdefendants First 100, LLC and  
1st One Hundred Holdings, LLC and (2)  
Third-Party Defendants 1st One Hundred  
Holdings, LLC, Jay Bloom, Carlos  
Cardenas, Christopher Morgando, and  
Matthew Parkas*

Dated: February 14, 2017

**KOLFSAR & LEATHAM**

By: Mr. Bart K. Larsen  
Bart K. Larsen  
Nevada Bar No. 08558  
400 South Rampart Blvd., Suite 400  
Las Vegas, Nevada 89145

*Attorneys for Plaintiffs KAL-MOR-USA LLC  
and GFY Management LLC (in Case No.  
2:16-cv-00109)*

# **EXHIBIT 25**

# Howard & Howard

law for business

Ann Arbor

Chicago

Detroit

Las Vegas

Peoria

direct dial: 702.667.4842

Mark Gardberg  
Attorney / Partner

email: [mgardberg@howardandhoward.com](mailto:mgardberg@howardandhoward.com)

September 29, 2016

BY CERTIFIED MAIL

## LEGAL NOTIFICATION TO PAY RENTS TO PERSON OTHER THAN LANDLORD

**Tenant (if known):** Unknown – John/Jane Does 1-10  
**Property Occupied by Tenant (the "Premises"):** Unknown – John/Jane Does 1-10  
**Assignment of Rents Governing the Premises:** Deed of Trust dated: June 17, 2014  
5295 Indian River Dr. Unit 314, Las Vegas NV 89103-8705  
Recorded in the Official Records of Clark County, Nevada  
as Book/Instrument No.: 20140718-0001253 on July 18, 2014

**Landlord:** First 100, LLC  
**Assignee:** Omni Financial, LLC  
1260 41<sup>st</sup> Ave Suite O  
Capitola, CA 95010  
Attention: Kimberlee Kay  
Tel. No.: (831) 464-5013  
Fax No.: (831) 462-1618  
Email: [kkay@shermanandboone.com](mailto:kkay@shermanandboone.com)

Dear Sir or Madam:

This law firm represents Omni Financial, LLC (the "Assignee"). Pursuant to NRS Chapter 107A, and specifically NRS 107A.280, please note the following:

1. The Assignee named above has become the person entitled to collect your rents on the Premises listed above under that Assignment of Rents specified above. (See NRS 107A.230(1).) You may obtain additional information about the Assignment of Rents and the Assignee's right to enforce it at the address listed above.
2. The Landlord is in default under the Assignment of Rents. Under the Assignment of Rents, the Assignee is entitled to collect rents from the Premises.
3. This notification affects your rights and obligations under the written or oral lease, or other type of agreement, under which you occupy the Premises (your "Agreement"). In order to provide you with an opportunity to consult with a lawyer, if your next scheduled rental payment is due within

Wells Fargo Tower, Suite 1000, 3800 Howard Hughes Parkway, Las Vegas, NV 89169-5986 tel: 702.257-1483 fax: 702.567.1565

JA000328

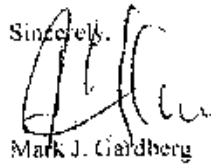
30 days after you receive this notification, neither the Assignee nor the Landlord can hold you in default under your Agreement for nonpayment of that rental payment until 10 days after the due date of that payment or 30 days following the date you receive this notification, whichever occurs first. You may consult a lawyer at your expense concerning your rights and obligations under your Agreement and the effect of this notification.

4. *You must pay to the Assignee (Omni Financial, LLC) at the address listed above all rents under your Agreement which are due and payable on the date you receive this notification and all rents accruing under your Agreement after you receive this notification. If you pay rents to the Assignee after receiving this notification, the payment will satisfy your rental obligation to the extent of that payment.*
5. Unless you occupy the Premises as your primary residence, if you pay any rents to the Landlord after receiving this notification, your payment to the Landlord will not discharge your rental obligation, and the Assignee may hold you liable for that rental obligation notwithstanding your payment to the Landlord.
6. If you have previously received a notification from another person that also holds an assignment of the rents due under your Agreement, you should continue paying your rents to the person that sent that notification until that person cancels that notification. Once that notification is cancelled, you must begin paying rents to the Assignee in accordance with this notification.
7. Your obligation to pay rents to the Assignee will continue until you receive either:
  - (a) a written order from a court directing you to pay the rent in a manner specified in that order; or
  - (b) written instructions from the Assignee cancelling this notification.

In the event a foreclosure occurs, the Assignee may consider allowing you to continue occupying the property, provided that the lease has fair market terms, you pay rents to Assignee in a timely manner, and the property is well maintained. Attached to this letter is a rental application for you to complete and return with your first check sent to Omni.

*Please immediately contact Ms. Kay at the contact details on the first page to discuss this matter in more detail. She looks forward to hearing from you.*

Sincerely,



Mark J. Giardberg

cc Joseph A. Gutierrez  
MAJER GUTIERREZ AYON  
400 S. Seventh Street, # 400  
Las Vegas, NV 89101

Wynn Realty Group  
Attention: Marc Gisi  
7495 W. Azure Ave., # 214  
Las Vegas NV 89130

Bart K. Larsen  
KOLESAR & LEATHAM  
400 S. Rampart Boulevard, # 400  
Las Vegas, Nevada 89145

---

**Howard  Howard**  
Law for business.

JA000329



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## APPLICATION TO RENT/SCREENING FEE

(C.A.R. Form LRA, Revised 12/15)

### I. APPLICATION TO RENT

THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANCIPATED MINOR.

1. Applicant is completing Application as a (check one) ☐ tenant, ☐ tenant with co-tenant(s) or ☐ guarantor/co-signer.

Total number of applicants \_\_\_\_\_

#### 2. PREMISES INFORMATION

Application to rent property at 5285 Indian River Dr Unit 314, Las Vegas, NV 89103-8705 ("Premises")

Rent \$ \_\_\_\_\_ per \_\_\_\_\_ Proposed move-in date \_\_\_\_\_

#### 3. PERSONAL INFORMATION

##### A. FULL NAME OF APPLICANT

B. Date of Birth \_\_\_\_\_ (For purpose of obtaining credit reports. Age discrimination is prohibited by law.)

C. 1. Driver's License No. \_\_\_\_\_ State \_\_\_\_\_ Expires \_\_\_\_\_

2. See section II for Social Security Number

D. Phone Number: Home \_\_\_\_\_ Work \_\_\_\_\_ Other \_\_\_\_\_

E. Email \_\_\_\_\_

F. Name(s) of all other proposed occupant(s) and relationship to applicant: \_\_\_\_\_

G. Pet(s) (number and type) \_\_\_\_\_

H. Auto: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ License No. \_\_\_\_\_ State \_\_\_\_\_ Color \_\_\_\_\_

Other vehicle(s): \_\_\_\_\_

I. In case of emergency, person to notify \_\_\_\_\_

Relationship \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

J. Does applicant or any proposed occupant plan to use liquid-filled furniture? ☐ No ☐ Yes Type \_\_\_\_\_

K. Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years? ☐ No ☐ Yes

If yes, explain \_\_\_\_\_

L. Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony? ☐ No ☐ Yes

If yes, explain \_\_\_\_\_

M. Has applicant or any proposed occupant ever been asked to move out of a residence? ☐ No ☐ Yes

If yes, explain \_\_\_\_\_

#### 4. RESIDENCE HISTORY

Current address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Name of Landlord/Manager \_\_\_\_\_

Landlord/Manager's phone \_\_\_\_\_

Do you own this property? ☐ No ☐ Yes

Reason for leaving current address \_\_\_\_\_

Previous address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Name of Landlord/Manager \_\_\_\_\_

Landlord/Manager's phone \_\_\_\_\_

Did you own this property? ☐ No ☐ Yes

Reason for leaving this address \_\_\_\_\_

#### 5. EMPLOYMENT AND INCOME HISTORY

Current employer \_\_\_\_\_

Current employer address \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

Supervisor \_\_\_\_\_

Supervisor phone \_\_\_\_\_

Employment gross income \$ \_\_\_\_\_ per \_\_\_\_\_

Other income info \_\_\_\_\_

Previous employer \_\_\_\_\_

Prev. employer address \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

Supervisor \_\_\_\_\_

Supervisor phone \_\_\_\_\_

Employment gross income \$ \_\_\_\_\_ per \_\_\_\_\_

Other income info \_\_\_\_\_

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Agreement's Initials (\_\_\_\_\_, \_\_\_\_\_)



LRA REVISED 12/15 (PAGE 1 OF 2)

APPLICATION TO RENT/SCREENING FEE (LRA PAGE 1 OF 2)

Shirley A. Davis REALTORS®, 2100410 Ave. 100, O'Fallon, IL 60456 Phone: (815) 461-0421 Fax: (815) 461-0421  
 Marilyn Borek Purchased with all Technology Rights to 100% of Real Estate from: Broker/Manager 40270 www.cpa-2012.com

JA000330

Property Address: 5295 Indian River Dr Unit 314, Las Vegas, NV 89103-9703

Date \_\_\_\_\_

**6. CREDIT INFORMATION**

| Name of creditor | Account number | Monthly payment | Balance due |
|------------------|----------------|-----------------|-------------|
|                  |                |                 |             |
|                  |                |                 |             |

| Name of bank/branch | Account number | Type of account | Account balance |
|---------------------|----------------|-----------------|-----------------|
|                     |                |                 |                 |
|                     |                |                 |                 |

**7. PERSONAL REFERENCES**

Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Length of acquaintance \_\_\_\_\_ Occupation \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Length of acquaintance \_\_\_\_\_ Occupation \_\_\_\_\_

**8. NEAREST RELATIVE(S)**

Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Relationship \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Relationship \_\_\_\_\_

Applicant understands and agrees that: (i) this is an application to rent only and does not guarantee that applicant will be offered the Premises; (ii) Landlord or Manager or Agent may accept more than one application for the Premises and, using their sole discretion, will select the best qualified applicant; and (iii) Applicant will provide a copy of applicant's driver's license upon request.

Applicant represents the above information to be true and complete, and hereby authorizes Landlord or Manager or Agent to: (i) verify the information provided; and (ii) obtain a credit report on applicant and other reports, warnings and verifications on and about applicant, which may include, but not be limited to, criminal background checks, reports on unlawful detainers, bad checks, fraud warnings, employment and tenant history. Applicant further authorizes Landlord or Manager or Agent to disclose information to prior or subsequent owners and/or agents.

If application is not fully completed, or received without the screening fee: (i) the application will not be processed, and (ii) the application and any screening fee will be returned.

Applicant \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Return your completed application and any applicable fee not already paid to:

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**II. SCREENING FEE****THIS SECTION TO BE COMPLETED BY LANDLORD, MANAGER OR AGENT.**

Applicant Social Security Number: \_\_\_\_\_ Applicant has paid a nonrefundable screening fee of \$ \_\_\_\_\_ applied as follows: (The screening fee may not exceed \$30.00, adjusted annually from 1-1-98 commensurate with the increase in the Consumer Price Index. A CPI inflation calculator is available on the Bureau of Labor Statistics website, [www.bls.gov](http://www.bls.gov). The California Department of Consumer Affairs calculates the applicable screening fee amount to be \$44.50 as of 2012.)

\$ \_\_\_\_\_ for credit reports prepared by \_\_\_\_\_  
 \$ \_\_\_\_\_ for \_\_\_\_\_ (other out-of-pocket expenses); and  
 \$ \_\_\_\_\_ for processing.

The undersigned has read the foregoing and acknowledges receipt of a copy

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

The undersigned has received the screening fee indicated above.

Landlord or Manager or Agent Signature \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_  
Date \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

LRA REVISED 12/15 (PAGE 2 OF 2)

APPLICATION TO RENT/SCREENING FEE (LRA PAGE 2 OF 2)

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LRA 12/15 (2015)



JA000331

## **EXHIBIT 26**





## Nevada Title Company

May 16, 2017

THE BANK OF NEW YORK MELLON  
C/O: WRIGHT FINLAY % ZAK LLP  
MICHAEL S. KELLY  
7785 WEST SAHARA AVENUE SUITE 200  
LAS VEGAS, NV 89117

RE: FORECLOSURE PROCEEDING NO.: 17-04-0101-FC1

YOU ARE HEREBY NOTIFIED that the holder of the obligation secured by the Deed(s) of Trust listed in the attached Notice of Breach and Election to Sell under Deed of Trust, has executed and delivered to the undersigned, as duly appointed or substituted Trustee under said Deed(s) of Trust, a Declaration of Default and a NOTICE OF BREACH AND ELECTION TO SELL under Deed(s) of Trust to satisfy the obligations secured thereby, said notice having been recorded on May 15, 2017.

PROPERTY IN FORECLOSURE MAY BE SOLD WITHOUT ANY COURT ACTION.

You may have the legal right to cure the breach of the obligation plus pay permitted costs and expenses. Please contact our office for the applicable date as provided by Nevada Revised Statutes Chapter 107.

For information as to the amount you must pay to cure the breach of the obligation and to arrange for payment, or if your property is in foreclosure for any other reason, contact the undersigned immediately. All payments for redemption should be deposited with NEVADA TITLE COMPANY by bank CASHIER'S CHECK or WIRE TRANSFER.

YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NEVADA TITLE COMPANY

By: *Michele Dobar*

Michele Dobar  
Trustee Sales

Certified Mail  
Return Receipt Requested

2500 N. Buffalo Drive, Suite 150, Las Vegas, NV 89128-7851 702-251-5236 FAX: 702-938-1900

JA000333

Inet #: 20170515-0000474

Fees: \$223.00

N/C Fee: \$25.00

05/16/2017 08:04:04 AM

Record #: 2000511

Requestor:

NEVADA TITLE LAS VEGAS

Recorded By: CHONGMA Pgs: 7

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 124-26-311-029, 161-10-511-072, 160-22-817-093,  
160-22-817-095, 162-16-810-355, 162-16-810-067,  
177-20-813-127, 140-23-217-065, 124-34-512-057,  
163-24-612-585, 163-24-612-639, 163-24-612-795,  
163-24-612-500, 124-17-313-075, 179-17-611-091,  
179-17-611-076, 179-17-611-044, 138-28-613-007,  
138-27-413-052, 163-05-415-200, 179-31-714-007,  
162-11-511-093 and 140-21-611-018

**Property Addresses:**

1217 Nava Ranch Ave., North Las Vegas, NV 89031  
6575 Shining Sand Ave., Las Vegas, NV 89142  
30 Strada Di Villaggio Unit 321, Henderson, NV 89011  
30 Strada Di Villaggio Unit 323, Henderson, NV 89011  
230 E. Flamingo Rd. 330, Las Vegas, NV 89169  
210 E. Flamingo Rd. 209, Las Vegas, NV 89169  
2615 W. Gary Ave. 1065, Las Vegas, NV 89123  
6800 E. Lake Mead Blvd 1033, Las Vegas, NV 89156  
5520 Hidden Rainbow St., North Las Vegas, NV 89031  
4921 Indian River Dr. 112, Las Vegas, NV 89103  
5009 Indian River Dr. 155, Las Vegas, NV 89103  
5295 Indian River Dr. 314, Las Vegas, NV 89103  
4400 Sandy River Dr. 16, Las Vegas, NV 89103  
7533 Lintwhite St., North Las Vegas, NV 89084  
601 Cabrillo Cir. Ut 1291, Henderson, NV 89015  
601 Cabrillo Cir. Ut 1076, Henderson, NV 89015  
601 Cabrillo Cir. Ut 644, Henderson, NV 89015  
1204 Observation Dr. Ut 102, Las Vegas, NV 89128  
101 Luna Way Ut 145, Las Vegas, NV 89145  
2200 S. Fort Apache Rd. Ut 1104, Las Vegas, NV 89117  
665 Monument Point St., Henderson, NV 89002  
2080 Karen Ave 93, Las Vegas, NV 89109  
5782 Camino Raman Ave, Las Vegas, NV 89156

**RETURN TO/TRUSTEE CONTACT INFO:**

**NEVADA TITLE COMPANY**  
2500 N. BUFFALO DRIVE NO. 150  
LAS VEGAS, NEVADA 89128  
(702) 251-5236

**NOTICE OF BREACH AND ELECTION TO SELL UNDER DEEDS OF TRUST**

FORECLOSURE NO.: 17-04-01D)-FCL

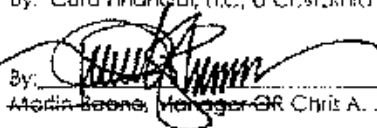
**NOTICE IS HEREBY GIVEN:**

That Nevada Title Company, a Nevada Corporation, is the current Trustee under a Deed of Trust dated May 27, 2014, recorded in Book 20140529, as Document No. 0001342, re-recorded in Book 20170424 as Document No. 0000178; a Deed of Trust dated June 17, 2014, recorded in Book 20140718, as Document No. 0001253, re-recorded in Book 20170424 as Document No. 0000179; a Deed of Trust dated June 17, 2014, recorded in Book 20140724, as Document No. 0001268, re-recorded in Book

JA000334

DATED this 10<sup>th</sup> day of MAY, 2017.

Omni Financial, LLC, a California limited liability company  
By: Cura Financial, LLC, a California limited liability company, its Manager

By:  Maria Boone, Manager OR Chris A. Johnson, Manager

State of \_\_\_\_\_

}  
}ss.  
}

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

*See attached*

JA000335

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE**  
**NRS § 107.080(2)(c)**

STATE OF CALIFORNIA  
COUNTY OF SANTA CRUZ

SS:

The affiant, CHARS A JOHNSON  
being first duly sworn upon oath, based on my direct, personal knowledge, or personal knowledge that I acquired by a review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the deed of trust, which business records meet the standards set forth in NRS § 51.135, and under penalty of perjury attests that I am the authorized representative of the beneficiary, of the deed of trust described in the Notice of Breach and Election to Sell Under Deeds of Trust to which this affidavit is attached (the "Deed of Trust").

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS § 107.080(2)(c):

1. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Nevada Title Company  
2500 N. Buffalo Drive, Suite 150  
Las Vegas, NV 89128-7851

The full name and business address of the current holder of the note secured by the Deed of Trust and the current beneficiary of record of the Deed of Trust is:

Omni Financial, LLC  
1260 41st Avenue, Suite C  
Capitola, CA 95010

The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

N/A

2. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, is (i) in actual or constructive possession of the note secured by the Deed of Trust, or (ii) is entitled to enforce the obligation or debt secured by the Deed of Trust.
3. The beneficiary or its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust, or the trustee, or an attorney representing any of those persons, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:
- a. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;
  - b. The amount in default;
  - c. The principal amount of the obligation or debt secured by the Deed of Trust;

JA000336

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Cruz

On May 10, 2017 before me, Suan Heoh Lim, Notary Public

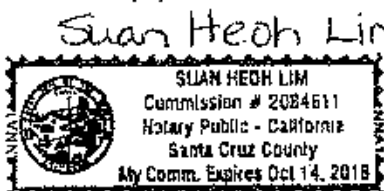
Date

Here Insert Name and Title of the Officer

personally appeared Chris A Johnson

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

No. 3084611  
Exp. Oct. 14, 2018

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Affidavit of Authority to Exercise the power of Sale

Document Date: 5/16/2017 Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer is Representing: \_\_\_\_\_

# **EXHIBIT 27**

Nevada Title Company  
2500 N BUFFALO DR STE 150  
LAS VEGAS, NV 89128-7854  
17-04-0101-FCL

---

USPS CERTIFIED MAIL



9214 8901 7186 9300 0000 0415 68

---

FIRST 100 LLC  
WEIL & DURRANT NEIL B DURRANT  
DONNA DIMAGGIO  
2500 ANTHEM VILLAGE DRIVE  
HENDERSON NV 89052

Return Re#: 17-04-0101-FCL

JA000339



# Nevada Title Company

2500 N. Buffalo Drive, Suite 150, Las Vegas, NV 89128-7851 702-251-5236 FAX: 702-938-1900

August 11, 2017

FIRST 100 LLC  
WEIL & DURRANT  
NEIL B. DURRANT  
DONNA DIMAGGIO  
2500 ANTHEM VILLAGE DRIVE  
HENDERSON, NV 89052

Re: Trustee Sale No. 17-04-0101-FCL

We are enclosing herewith a copy of the Notice of the above Trustee's sale, the date of which has been set as September 12, 2017, and will be held at the location set forth in the attached Notice.

Publication will be on August 15, 2017, August 22, 2017 and August 29, 2017.

Sincerely,

*Michele Dobar*

Michele Dobar  
Foreclosure Officer

Enclosures

Certified Mail  
Return Receipt Requested

2500 N. Buffalo Drive, Suite 150, Las Vegas, NV 89128-7851 702-251-5236 FAX: 702-938-1900

JA000340



Inet #: 20170815-0000144

Fee: \$30.00

N/C Fee: \$25.00

08/15/2017 08:04:50 AM

Receipt #: 1168162

Requestor:

NEVADA TITLE LAS VEGAS

Recorded By: ANI Pgs: 14

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 124-26-311-029, 161-10-511-072,  
160-22-817-093, 160-22-817-095, 162-16-810-355,  
162-16-810-067, 177-20-813-127, 140-23-217-065,  
124-34-512-057, 163-24-612-588, 163-24-612-639,  
163-24-612-798, 163-24-612-500, 124-17-313-075,  
179-17-611-091, 179-17-611-076, 179-17-611-044,  
138-28-613-007, 138-27-413-052, 163-05-415-200,  
179-31-714-007, 162-11-511-093 and  
140-21-611-018

Return to/Trustee contact info:  
Nevada Title Company  
2500 N. Buffalo Drive, Suite 150  
Las Vegas, NV 89128-7851  
(702)251-5000

### **NOTICE OF TRUSTEE'S SALE**

**TRUSTEE SALE NO 17-04-0101-FCL**  
**DATED: August 11, 2017**

On September 12, 2017 at 09:30 AM, Nevada Title Company, as duly appointed or substituted Trustee under and pursuant to Deed of Trust dated May 27, 2014, recorded in Book 20140529, as Document No. 0001342, re-recorded in Book 20170424 as Document No. 0000178; a Deed of Trust dated June 17, 2014, recorded in Book 20140718, as Document No. 0001253, re-recorded in Book 20170424 as Document No. 0000179; a Deed of Trust dated June 17, 2014, recorded in Book 20140724, as Document No. 0001268, re-recorded in Book 20161005, as Document No. 0002290, re-recorded in Book 20170424 as Document No. 0000180; a Deed of Trust dated August 4, 2014, recorded in Book 20140805, as Document No. 0001527, re-recorded in Book 20161005, as Document No. 0002289, re-recorded in Book 20170410, as Document No. 0000702; a Deed of Trust dated August 4, 2014, recorded in Book 20140805, as Document No. 0001529, re-recorded in Book 20161005, as Document No. 0002288, re-recorded in Book 20170424 as Document No. 0000181; a Deed of Trust dated August 4, 2014, recorded in Book 20140826, as Document No. 0001916, re-recorded in Book 20161005, as Document No. 0002287, and as modified or amended, if applicable, in the Office of the County Recorder of CLARK County, Nevada executed by First 100, LLC in favor of Omni Financial, LLC as current beneficiary by reason of now continuing default in the payment or performance of obligations secured by said Deed of Trust, including the Notice of Breach and Election to Sell Under Deed of Trust which was recorded in the Office of the County Recorder of CLARK County, Nevada, by the beneficiary and the undersigned more than three months prior to the date thereof, WILL CAUSE TO BE SOLD AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at the time of sale in lawful money of the United States of America) at the front entrance to Nevada Legal News located at 930 S. Fourth Street, Las Vegas, Nevada, 89101, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as:

**PARCEL 1: APN: 179-17-611-044**

**PARCEL 1:**  
AN UNDIVIDED 1/16 INTEREST AS TENANT IN COMMON IN THE COMMON AREA OF PHASE 2 OF  
AMENDED PLAT OF CABRILLO TERRACE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 52 OF  
PLATS, PAGE 5 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK

JA000341

COUNTY, NEVADA AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 5, 1991 IN BOOK 910605 AS INSTRUMENT NO. 00740 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THE FOLLOWING:

ALL LIVING UNITS AND EXCLUSIVE USE AREAS AS SHOWN IN PHASE 2 OF CABRILLO TERRACE.

AND RESERVING THEREFROM:

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNED AS EXCLUSIVE USE AREAS AS SHOWN ON CONDOMINIUM PLAT REFERRED TO ABOVE.

AND FURTHER RESERVING THEREFROM:

FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN FUTURE PHASES NON-EXCLUSIVE EASEMENTS, ON, OVER AND ACROSS THE COMMON AREAS AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE THE INGRESS, EGRESS AND RECREATIONAL USE, SUBJECT TO THE TERMS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 10, 1992 IN BOOK 920310 AS DOCUMENT NO. 00314, CLARK COUNTY, NEVADA TO WHICH REFERENCE HEREAFTER MADE.

PARCEL II:

LIVING UNIT FORTY-FOUR (44) IN BUILDING SIX (6) AS SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE.

PARCEL III:

THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREA, BEING DESCRIBED IN COVENANTS, CONDITIONS, AND RESTRICTIONS REFERRED TO ABOVE AS COVERED PARKING SPACES, PATIOS, AND STAIRCASES (EXCLUSIVE USE AREAS) WHICH ARE APPURTENANT TO AND FOR THE USE OF PARCEL II.

PARCEL IV:

A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE, ON, OVER, AND UNDER THE COMMON AREAS IN FUTURE PHASES, WHICH EASEMENT IS APPURTENANT TO PARCELS I, II AND III DESCRIBED ABOVE.

**PARCEL 2: APN: 163-05-415-200**

PARCEL I- UNIT:

LIVING UNIT 1104 IN BUILDING 13 AS SHOWN ON THE FINAL MAP OF CANYON LAKE A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 128 OF PLATS, PAGE 30, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL II - COMMON ELEMENTS:

1/504TH INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RESIDENCE AT CANYON GATE HOMEOWNERS ASSOCIATION, INC., RECORDED DECEMBER 1, 2005, IN BOOK 20051201 AS DOCUMENT NO. 04300 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL I ABOVE, NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

**PARCEL III – LIMITED COMMON ELEMENTS:**

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS I AND II IN THE DECLARATION.

**PARCEL IV – APPURTENANT EASEMENTS:**

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS I, II AND III ABOVE.

**PARCEL 3: APN: 179-17-611-076**

**PARCEL I:**

AN UNDIVIDED 1/16 INTEREST AS TENANT IN COMMON IN THE COMMON AREA OF PHASE 2 OF AMENDED PLAT OF CABRILLO TERRACE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 52 OF PLATS, PAGE 5 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 5, 1991 IN BOOK 910605 AS INSTRUMENT NO. 00740 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THE FOLLOWING:

ALL LIVING UNITS AND EXCLUSIVE USE AREAS AS SHOWN IN PHASE 2 OF CABRILLO TERRACE.

AND RESERVING THEREFROM:

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNED AS EXCLUSIVE USE AREAS AS SHOWN ON CONDOMINIUM PLAT REFERRED TO ABOVE.

AND FURTHER RESERVING THEREFROM:

FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN FUTURE PHASES NON-EXCLUSIVE EASEMENTS, ON, OVER AND ACROSS THE COMMON AREAS AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE THE INGRESS, EGRESS AND RECREATIONAL USE, SUBJECT TO THE TERMS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 10, 1992 IN BOOK 920310 AS DOCUMENT NO. 00314, CLARK COUNTY, NEVADA TO WHICH REFERENCE HEREAFTER MADE.

**PARCEL II:**

LIVING UNIT SEVENTY-SIX (76) IN BUILDING TEN (10) AS SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE.

**PARCEL III:**

THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREA, BEING DESCRIBED IN COVENANTS, CONDITIONS, AND RESTRICTIONS REFERRED TO ABOVE AS COVERED PARKING SPACES, PATIOS, AND STAIRCASES (EXCLUSIVE USE AREAS) WHICH ARE APPURTENANT TO AND FOR THE USE OF PARCEL II.

**PARCEL IV:**

A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE, ON, OVER, AND UNDER THE COMMON AREAS IN FUTURE PHASES, WHICH EASEMENT IS APPURTENANT TO PARCELS

I, II AND III DESCRIBED ABOVE.

**PARCEL 4: APN: 138-27-413-052**

**PARCEL I:**

AN UNDIVIDED 1/46 INTEREST IN COMMON AREA LOT SIX (6) OF THE AMENDED MAP OF THE AMENDED MAP OF SPRING OAKS - 3 - CONDOMINIUM SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 45 AND BY AMENDED MAP THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 93, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA AND BY THOSE CERTAIN CERTIFICATES OF AMENDMENT RECORDED JUNE 29, 1990 IN BOOK 900629 AS INSTRUMENT NO. 01100 AND FEBRUARY 19, 1991 AS DOCUMENT NO. 00462.

EXCEPTING THEREFROM ALL LIVING UNITS SHOWN UPON SAID PLAT AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS RECORDED AUGUST 1, 1990 IN BOOK 900801 OF OFFICIAL RECORDS AS DOCUMENT NO. 00603.

RESERVING THEREFROM FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUM LOCATED ON COMMON AREA LOTS 1, 2, 3 AND 4 AND 5, NON-EXCLUSIVE EASEMENTS OVER AND UNDER THE COMMON ARE OF LOT 2, AS SHOWN ON THE PLATS AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS.

FURTHER EXCEPTING THEREFROM THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS RESTRICTED COMMON AREA ON THE PLAT OF SAID SUBDIVISION.

**PARCEL II:**

LIVING UNIT NO. FIFTY-TWO (52) AS SHOWN ON THE AMENDED MAP OF SPRING OAKS, 3 - CONDOMINIUM SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 45 AND BY AMENDED MAPS THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 93 AND BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 29, 1990 IN BOOK 900629 OF OFFICIAL RECORDS AS DOCUMENT NO. 01100, AND AS FURTHER AMENDED BY MAP THEREOF ON FILE IN BOOK 47 OF PLATS, PAGE 89, AND AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 19, 1991 IN BOOK 910219 OF OFFICIAL RECORDS AS DOCUMENT NO. 00462, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS.

**PARCEL III:**

THE EXCLUSIVE RIGHT TO USE AND POSSESSION OF THOSE PORTIONS DESIGNATED AS RESTRICTED COMMON AREA WHICH ARE ADJACENT TO PARCEL II ABOVE AND AS SHOWN ON THE PLAT OF SAID SUBDIVISION

**PARCEL IV**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND RECREATIONAL USE ON, OVER AND UNDER THE COMMON AREA OF LOTS 1, 2, 3, 4 AND 5, WHICH EASEMENT IS APPURTENANT TO PARCELS I AND II ABOVE. THIS EASEMENT SHALL BECOME EFFECTIVE UPON RECORDATION OF A DECLARATION OF ANNEXATION DECLARING ANY UNIT IN SAID LOT TO BE SUBJECT TO SAID DECLARATION OF RESTRICTIONS.

**PARCEL 5: APN: 138-28-613-007**

**PARCEL I:**

AN UNDIVIDED 1/52ND FRACTIONAL INTEREST AS TENANT-IN-COMMON IN AND TO AMENDED MAP OF A PORTION OF ROCK SPRINGS VISTA - UNIT 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, ON OCTOBER 16, 1987 IN BOOK 38, PAGE 18 OF PLATS, AS INSTRUMENT NO 00549.

EXCEPTING THEREFROM THE FOLLOWING:

UNITS 101, 102, 201, AND 202 IN BUILDINGS 7, 8, 9, 10, 11, 12 AND 13 OF AMENDED MAP OF A PORTION OF ROCK SPRINGS VISTA-UNIT 2, CONDOMINIUM PLAN RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, ON OCTOBER 16, 1987 AS INSTRUMENT NO. 00549.

AND RESERVING THEREFROM:

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS RESTRICTED COMMON AREA, SHOWN UPON THE CONDOMINIUM PLAN REFERRED TO ABOVE:

AND FURTHER RESERVING THEREFROM FOR THE BENEFIT OF PHASE 1 OF SAID PHASE IS REFERRED TO IN THE DECLARATION OF COVENANTS, RESTRICTIONS RECORDED SEPTEMBER 17, 1987 IN BOOK 870917 OF OFFICIAL RECORDS AS INSTRUMENT NO. 00364, NON-EXCLUSIVE EASEMENTS ON, OVER AND UNDER THE COMMON AREA AS DEFINED AND SHOWN UPON THE CONDOMINIUM PLAN REFERRED TO ABOVE FOR INGRESS, EGRESS, AND RECREATIONAL USE, SUBJECT TO THE TERMS AND AS MORE PARTICULARLY SET FORTH IN THE DECLARATION OF RESTRICTIONS TO WHICH REFERENCE IS HEREAFTER MADE, EXCEPTING FROM THE COMMON AREA ANY RESIDENTIAL BUILDINGS THEREON AND ANY PORTION THEREOF WHICH IS DESIGNATED AS A RESTRICTED COMMON AREA.

PARCEL II:

LIVING UNIT NO. ONE- HUNDRED TWO (102) IN BUILDING EIGHT (8) SHOWN UPON THE CONDOMINIUM PLAN REFERRED TO ABOVE, AND DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HEREIN REFERRED TO.

PARCEL III:

THE EXCLUSIVE RIGHT TO USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF PARCEL I DESCRIBED ABOVE, AS RESTRICTED COMMON AREAS ON THE CONDOMINIUM PLAN REFERRED TO ABOVE WHICH RIGHT IS APPURTENANT TO PARCELS I AND E ABOVE DESCRIBED.

PARCEL IV:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE COMMON AREA OF PHASE I AS SAID PHASE IS DESCRIBED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS REFERRED TO HEREIN. THE COMMON AREA REFERRED TO HEREIN AS PHASE I AS DESCRIBED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, EXCEPTING THEREFROM ANY RESIDENTIAL BUILDING THEREON AND ANY PORTION THEREOF WHICH MAY BE DESIGNATED AS AN EXCLUSIVE USE AREA

**PARCEL 6: APN: 179-17-611-091**

PARCEL I:

AN UNDIVIDED 1/16 INTEREST AS TENANT IN COMMON IN THE COMMON AREA OF PHASE 2 OF AMENDED PLAT OF CABRILLO TERRACE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 52 OF PLATS, PAGE 5 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 5, 1991 IN BOOK 910605 AS INSTRUMENT NO. 00740 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THE FOLLOWING:

ALL LIVING UNITS AND EXCLUSIVE USE AREAS AS SHOWN IN PHASE 2 OF CABRILLO TERRACE.

AND RESERVING THEREFROM:

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNED AS EXCLUSIVE USE AREAS AS SHOWN ON CONDOMINIUM PLAT REFERRED TO ABOVE.

AND FURTHER RESERVING THEREFROM:

FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN FUTURE PHASES NON-EXCLUSIVE EASEMENTS, ON, OVER AND ACROSS THE COMMON AREAS AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE THE INGRESS, EGRESS AND RECREATIONAL USE, SUBJECT TO THE TERMS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 10, 1992 IN BOOK 920310 AS DOCUMENT NO. 00314, CLARK COUNTY, NEVADA TO WHICH REFERENCE HEREAFTER MADE.

PARCEL II:  
LIVING UNIT NINETY-ONE (91) IN BUILDING TWELVE (12) AS SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE.

PARCEL III:  
THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREA, BEING DESCRIBED IN COVENANTS, CONDITIONS, AND RESTRICTIONS REFERRED TO ABOVE AS COVERED PARKING SPACES, PATIOS, AND STAIRCASES (EXCLUSIVE USE AREAS) WHICH ARE APPURTENANT TO AND FOR THE USE OF PARCEL II.

PARCEL IV:  
A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE, ON, OVER, AND UNDER THE COMMON AREAS IN FUTURE PHASES, WHICH EASEMENT IS APPURTENANT TO PARCELS I, II AND III DESCRIBED ABOVE.

**PARCEL 7: APN: 162-16-810-067**

PARCEL I:  
UNIT 229 ("UNIT") IN BUILDING 1 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 0001551 IN BOOK 20050601 OFFICIAL RECORDS, CLARK COUNTY NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION")

PARCEL II:  
TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

PARCEL III:  
TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

PARCEL IV:  
TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL 8: APN: 124-34-512-057**

**PARCEL I:**

LOT (57) IN BLOCK (2) OF ANN GOLDFIELD, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 120, OF PLATS, PAGE 47, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERRED HEREIN ABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL I.

**PARCEL 9: APN: 140-23-217-065**

**PARCEL I:**

UNIT 1033 IN BUILDING 5, AS SHOWN ON THE FINAL MAP OF AMENDED PLAT OF MOUNTAINSIDE COMMUNITY SUBDIVISION, FILED IN BOOK 50, OF PLATS, PAGE 29, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER CLARK COUNTY, NEVADA AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AMENDED PLAT OF MOUNTAINSIDE COMMUNITY SUBDIVISION, RECORDED SEPTEMBER 24, 1993 AS INSTRUMENT NO. 01167 IN BOOK 930924, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ["MOUNTAINSIDE COMMUNITY SUBDIVISION DECLARATION"].

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE MOUNTAINSIDE COMMUNITY SUBDIVISION DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE MOUNTAINSIDE COMMUNITY SUBDIVISION DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE MOUNTAINSIDE COMMUNITY SUBDIVISION.

**PARCEL 10: APN: 124-26-311-029**

LOT 29, BLOCK 1 OF JAYCOX UNIT 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE 17, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL 11: APN: 162-16-810-355**

**PARCEL I:**

UNIT 308 ("UNIT") IN BUILDING 3 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 0001551 IN BOOK 20050601 OFFICIAL RECORDS, CLARK COUNTY NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION")

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL

COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL III:**  
TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL IV:**  
TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL 12: APN: 161-10-511-072**

LOT 72 IN BLOCK 1 OF SAHARA SUNRISE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 91 OF PLATS, PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER CLARK COUNTY, NEVADA.

**PARCEL 13: APN: 177-20-813-127**

**PARCEL I - UNIT:**  
LIVING UNIT (1065) IN BUILDING (17), AS SHOWN ON THE FINAL MAP OF ST. JAMES PLACE, A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 128 OF PLATS, PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

**PARCEL II - COMMON ELEMENTS:**  
AN UNDIVIDED 1/180TH INTEREST AS TENANT IN COMMON IN THE COMMON ELEMENTS AS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHGATE CONDOMINIUMS RECORDED JANUARY 10, 2006 IN BOOK 20060110 AS DOCUMENT NO. 03501 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM ALL UNITS AS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM FOR THE BENEFIT OF OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (I) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN AND TO THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

**PARCEL III - LIMITED COMMON ELEMENTS:**  
THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS DEFINED AND DESCRIBED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS I AND II IN THE DECLARATION.

**PARCEL IV - APPURTENANT EASEMENTS:**  
NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENT IS APPURTENANT TO PARCELS I, II AND III DESCRIBED ABOVE.



**PARCEL 14: APN: 160-22-817-093**

**PARCEL I:**

UNIT {321} ("UNIT"). AS SHOWN ON THE FINAL AMENDED MAP OF MONTELAGO VILLAGE AT LAKE LAS VEGAS AKA "VIERA CONDOMINIUM", FILED IN BOOK 111 OF PLATS, PAGE 88, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDED, CLARK COUNTY, NEVADA, ("AMENDED PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VIERA CONDOMINIUM, RECORDED AUGUST 1, 2003 AS INSTRUMENT NO. 03418 IN BOOK 20030801, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("VIERA DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL 15: APN: 160-22-817-095**

**PARCEL I:**

UNIT {323} ("UNIT"). AS SHOWN ON THE FINAL AMENDED MAP OF MONTELAGO VILLAGE AT LAKE LAS VEGAS AKA "VIERA CONDOMINIUM", FILED IN BOOK 111 OF PLATS, PAGE 88, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDED, CLARK COUNTY, NEVADA, ("AMENDED PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VIERA CONDOMINIUM, RECORDED AUGUST 1, 2003 AS INSTRUMENT NO. 03418 IN BOOK 20030801, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("VIERA DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL 16: APN: 124-17-313-075**

LOT 155, BLOCK 3 OF SUN CITY ALIANTE UNIT 4, PHASE 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 112 OF PLATS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL 17: APN: 163-24-612-500**

**PARCEL I:**

UNIT 96B WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 18: APN: 163-24-612-588**

**PARCEL I:**

UNIT 1056 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 19: APN: 163-24-612-639**

**PARCEL I:**

UNIT 1107 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF

N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 20: APN: 163-24-612-798**

**PARCEL I:**

UNIT 1266 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 21: APN: 179-31-714-007**

**PARCEL I:**

LOT 7 OF FINAL MAP OF HORIZON HEIGHTS PHASE II (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 119 OF PLATS, PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

**PARCEL II:**

AN EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE STREET AND COMMON ELEMENTS AS SHOWN AND DELINEATED ON SAID MAP.

**PARCEL 22: APN: 140-21-611-018**

**PARCEL I:**

LOT SIXTY (60) IN BLOCK TWO (2) OF TIERRA MESA, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 108 OF PLATS, PAGE 24, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL I.

**PARCEL 23: APN: 162-11-511-093**

**PARCEL I:**

LOT (93) IN BLOCK (6) OF VALLEY DEL PARADISO, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE N.R.S. 117.020 RECORDED IN BOOK 29, OF PLATS, PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF VALLEY DEL PARADISO) RECORDED MAY 11, 1983 IN BOOK 1732 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 1691792, AND ANY AMENDMENTS THERETO.

**PARCEL II:**

AN UNDIVIDED ONE NINETY-SIXTH (1/96) FEE SIMPLE INTEREST AS TENANTS IN COMMON IN AND TO THE COMMON AREA SHOWN UPON THE PLAT OF VALLEY DEL PARADISO, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE N.R.S. 117.020 RECORDED IN BOOK 29, OF PLATS, PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF VALLEY DEL PARADISO) RECORDED MAY 11, 1983 IN BOOK 1732 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 1691792, AND ANY AMENDMENTS THERETO.

**PARCEL III:**

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE, DRAINAGE, ENCROACHMENT, SUPPORT, MAINTENANCE, REPAIRS AND FOR ALL PURPOSES AS SHOWN IN THE PLAT AND AS DESCRIBED IN THE DECLARATION.

Commonly known as: 1217 Neva Ranch Ave., North Las Vegas, NV 89031; 6575 Shining Sand Ave., Las Vegas, NV 89142; 30 Strada Di Villaggio Unit 321, Henderson, NV 89011; 30 Strada Di Villaggio Unit 323, Henderson, NV 89011; 230 E. Flamingo Rd, 330, Las Vegas, NV 89169; 210 E. Flamingo Rd, 209, Las Vegas, NV 89169; 2615 W. Gary Ave. 1065, Las Vegas, NV 89123; 6800 E. Lake Mead Blvd 1033, Las Vegas, NV 89156; 5520 Hidden Rainbow St., North Las Vegas, NV 89031; 4921 Indian River Dr. 112, Las Vegas, NV 89103; 5009 Indian River Dr. 155, Las Vegas, NV 89103; 5295 Indian River Dr. 314, Las Vegas, NV 89103; 4400 Sandy River Dr. 16, Las Vegas, NV 89103.

89103; 7533 Unthwhite St., North Las Vegas, NV 89084; 601 Cabrillo Cir. Ut 1291, Henderson, NV 89015; 601 Cabrillo Cir. Ut 1076, Henderson, NV 89015; 601 Cabrillo Cir. Ut 644, Henderson, NV 89015; 1204 Observation Dr. Ut 102, Las Vegas, NV 89128; 101 Luna Way Ut 145, Las Vegas, NV 89145; 2200 S. Fort Apache Rd. Ut 1104, Las Vegas, NV 89117; 665 Monument Point St., Henderson, NV 89002; 2080 Karen Ave 93, Las Vegas, NV 89109; 5782 Camino Ramon Ave, Las Vegas, NV 89156

APN: 124-26-311-029, 161-10-511-072, 160-22-817-093, 160-22-817-095, 162-16-810-355, 162-16-810-067, 177-20-813-127, 140-23-217-065, 124-34-512-057, 163-24-612-588, 163-24-612-639, 163-24-612-798, 163-24-612-500, 124-17-313-075, 179-17-611-091, 179-17-611-076, 179-17-611-044, 138-28-613-007, 138-27-413-052, 163-05-415-200, 179-31-714-007, 162-11-511-093 and 140-21-611-018

If a street address or common designation of property is shown, no warranty is given as to its completeness or correctness.

Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the obligations secured by said Deed of Trust, to wit: \$2,300,000.00 with interest, fees, premiums and charges thereon, as provided in said note and related loan documents, advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of Trustee and of the Trusts created by said Deed of Trust.

NEVADA TITLE COMPANY, A NEVADA CORPORATION

By: Michele Dobar  
Michele Dobar, Trustee Sale Officer

Published in Nevada Legal News on the following dates:  
August 15, 2017, August 22, 2017, August 29, 2017

STATE OF NEVADA  
COUNTY OF CLARK

This instrument was acknowledged before me on August 11, 2017 by Michele Dobar, as Trustee Sale Officer of Nevada Title Company.

Signature Cindy Guadagno  
(Notary Public)

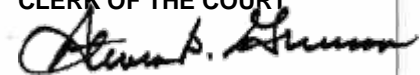
Cindy Guadagno  
No. 02-74482-1  
Exp. March 28, 2018



JA000354

# **EXHIBIT 28**

**(to be filed under seal)**



Robert Hernquist; Nevada Bar No. 10616  
Mark Gardberg; Nevada Bar No. 10879  
Brian J. Pezzillo; Nevada Bar No. 7136  
HOWARD & HOWARD ATTORNEYS PLLC  
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*Attorneys for Defendant Omni Financial, LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

KAL-MOR-USA, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; FIRST 100, LLC, a Nevada  
limited liability company; DOES I through X  
and ROE ENTITIES I through X;

Defendants.

Case No. A-17-757061-C

Dept. No. 2

**NOTICE OF REMOVAL TO THE  
UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

PLEASE TAKE NOTICE that on August 28, 2017, defendant Omni Financial, LLC ("Omni") filed a Notice of Removal of State Court Civil Action to Federal District Court Pursuant to 28 U.S.C. § 1441, et seq. (the "Notice of Removal") in the Office of the Clerk for the United States District Court, District of Nevada. Pursuant to 28 U.S.C. § 1441, et seq., this action has been removed to federal court and further proceedings in this Court are stayed. A true and correct copy of the Notice of Removal is attached hereto as "Exhibit A."

HOWARD & HOWARD ATTORNEYS PLLC

By: /s/ Robert Hernquist  
Robert Hernquist, Nevada Bar No. 10616  
Mark Gardberg, Nevada Bar No. 10879

*Attorneys for Defendant Omni Financial  
LLC*



**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b) and Administrative Order 14-2, the undersigned hereby certifies that a true and correct copy of the foregoing *Notice Of Removal To The United States District Court For The District Of Nevada* was electronically served on the 29<sup>th</sup> day of August, 2017, to the following:

Joseph A. Gutierrez  
MAIER GUTIERREZ AYON  
8816 Spanish Ridge Avenue  
Las Vegas, Nevada 89148

*Attorneys for First 100 LLC*

Bart Larsen  
KOLESAR & LEATHAM  
400 S. Rampart Blvd., Suite 400  
Las Vegas, Nevada 89145

*Attorney for Kal-Mor-USA, LLC*

*s/s Angela Westlake*  
HOWARD & HOWARD ATTORNEYS PLLC

# **EXHIBIT A**

# **EXHIBIT A**

Robert Hernquist; Nevada Bar No. 10616  
Mark Gardberg; Nevada Bar. No. 10879  
Brian J. Pezzillo; Nevada Bar No. 7136  
HOWARD & HOWARD ATTORNEYS PLLC  
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*Attorneys for Defendant Omni Financial, LLC*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

KAL-MOR-USA, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; FIRST 100, LLC, a Nevada  
limited liability company; DOES 1 through X  
and ROE ENTITIES 1 through X;

Defendants.

Case No. 17-cv-2280

**NOTICE OF REMOVAL  
OF STATE COURT CIVIL ACTION  
TO FEDERAL DISTRICT COURT  
PURSUANT TO 28 U.S.C. § 1332 AND 28  
U.S.C. § 1441, et seq.**

**TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT  
OF NEVADA:**

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. § 1332, defendant Omni Financial, LLC ("Omni") hereby removes to this Court the state court action described below, invoking the jurisdiction granted to this Court by 28 U.S.C. § 1441(b).

///

///

**I. STATEMENT REGARDING JURISDICTION**

1  
2 1. This Court has subject matter jurisdiction over Plaintiff's Complaint because this  
3 Court retained jurisdiction to hear any further proceedings between these parties when a prior  
4 action involving these same parties was dismissed pursuant to stipulation. (See Order entered on  
5 2/16/17 in *First 100 LLC v. Omni Financial et al.*, Case No. 2:16-cv-00099). This Court had  
6 jurisdiction over that prior action by virtue of the complete diversity of citizenship. See 28  
7 U.S.C. § 1332(a)(1).

8 2. On June 19, 2017, an action was commenced in the Eighth Judicial District Court,  
9 Clark County, Nevada, entitled *Kal-Mor-USA, LLC v. Omni Financial, LLC et al.*, Case No. A-  
10 17-757061-C (the "State Court Action"). A copy of the Complaint is attached as **Exhibit 1**.

11 3. Omni accepted service of the Complaint and summons on August 6, 2017.

12 4. This case arises from a dispute relating to the settlement of a case previously  
13 heard by this Court styled as *First 100 LLC v. Omni Financial et al.*, Case No. 2:16-cv-00099.  
14 In the State Court Action, Plaintiff Kal-Mor-USA, LLC ("Kal-Mor") alleges that the settlement  
15 of the prior action bars Omni from pursuing non-judicial foreclosures against real property.  
16 (Complaint at ¶¶ 92-104, 124-134).

17 5. The stipulation and accompanying order dismissing the prior case both state that  
18 the Honorable Judge Richard Boulware "shall retain jurisdiction (over the Parties, the Lawsuit,  
19 the Disputes, Claims, Counterclaims, and Third-Party Claims, and the Settlement Agreement  
20 (and alleged breaches thereof)), to hear any further proceedings regarding the same, if necessary  
21 or appropriate." (ECF 238, 240 & 241 in Case No. 2:16-cv-00099).

22 6. The allegations and claims set forth in Kal-Mor's state court Complaint involves  
23 claims and disputes between the same parties directly relating to the two separate settlement  
24 agreements (and accompanying stipulations for dismissal) that Omni entered into with Kal-Mor  
25 and First 100, LLC.

26 7. Because this Court retained jurisdiction over disputes and claims by and between  
27 these parties, and also retained jurisdiction regarding disagreements relating to the settlement

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Howard & Howard Attorneys PLLC, and that on the 28<sup>th</sup> day of August, 2017, I caused to be served a true and correct copy of the foregoing Notice of Removal in the following manner:

(ELECTRONIC SERVICE). Pursuant to Fed. R. Civ. P. 5(b)(3) and LR 5-4, the above-referenced document was electronically filed and served upon the parties listed below through the Court's Case Management and Electronic Case Filing (CM/ECF) system:

Joseph A. Gutierrez  
MAIER GUTIERREZ AYON  
8816 Spanish Ridge Avenue  
Las Vegas, Nevada 89148

*Attorneys for First 100 LLC*

Bart Larsen  
KOLE SAR & LEATHAM  
400 S. Rampart Blvd., Suite 400  
Las Vegas, Nevada 89145

*Attorney for Kal-Mor-USA, LLC*

/s/ Robert Hernquist  
HOWARD & HOWARD ATTORNEYS PLLC

# **EXHIBIT 1**

# **EXHIBIT 1**

Electronically Filed  
8/19/2017 3:03 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 **COMP**  
2 **BART K. LARSEN, ESQ.**  
3 **Nevada Bar No. 08538**  
4 **ERIC D. WALTHER, ESQ.**  
5 **Nevada Bar No. 13611**  
6 **KOLESAR & LEATHAM**  
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15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 \*\*\*

18 **KAL-MOR-USA, LLC, a Nevada limited**  
19 **liability company,**

20 **Plaintiffs,**

21 **vs.**

22 **OMNI FINANCIAL, LLC, a foreign limited**  
23 **liability company; FIRST 100, LLC, a Nevada**  
24 **limited liability company; DOES I through X;**  
25 **and ROE ENTITIES I through X, inclusive,**

26 **Defendants.**

27 **CASE NO. A-17-757061-C**

28 **DEPARTMENT NO. Department 18**

**COMPLAINT**

**Exempt from Arbitration: Equitable and  
Declaratory Relief Sought; Concerns Title  
to Real Property; Damages in Excess of  
\$50,000**

Plaintiff Kal-Mor-USA, LLC ("Kal-Mor"), by and through its undersigned counsel of the law firm of Kolesar & Leatham, hereby complains and alleges against Defendants Omni Financial, LLC ("Omni") and First 100, LLC ("First 100") as follows:

**JURISDICTIONAL ALLEGATIONS**

1. Plaintiff Kal-Mor is a Nevada limited liability company that, at all times relevant hereto, was conducting business in Clark County, Nevada.
2. Defendant Omni is a California limited liability company that, at all times relevant hereto, was conducting business in Clark County, Nevada.

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3. Defendant First 100 is a Nevada limited liability company that, at all times relevant hereto, was conducting business in Clark County, Nevada.

4. The true names and/or capacities, whether individual, corporate, partnership, associate, company, and/or otherwise, of the Defendants named herein as Does I through X, and/or Roe Entities I through X, are unknown to Plaintiff at the present time, who therefore sues said Doe and Roe Defendants by such fictitious names. Plaintiff will ask leave of Court to amend its Complaint to show the true names and/or capacities when the same have been ascertained. Plaintiff believes that each Defendant names as a Doe and/or a Roe Defendant, or as a Roe Entity Defendant, is responsible in some manner or way for a portion of or all of the events referred to herein, and caused damages proximately thereby to Plaintiff as alleged herein.

5. This action arises out of contracts formed in Clark County, Nevada and relates to real property located in Clark County, Nevada. Accordingly, venue and jurisdiction are proper in the Eighth Judicial District Court in and for Clark County, Nevada.

#### GENERAL ALLEGATIONS

#### THE OMNI LOAN AGREEMENT

6. On May 27, 2014, First 100 and Omni entered into a Loan Agreement under which Omni agreed to loan up to \$5,000,000 to First 100. In connection therewith, First 100 executed a Promissory Note dated May 27, 2014 in favor of Omni (the "Omni Loan").

7. The Omni Loan was secured by a Security Agreement dated May 27, 2014 (the "Security Agreement") under which First 100 pledged certain real and personal property as collateral for the Omni Loan.

8. Among other things, the collateral purportedly pledged pursuant to the Security Agreement was evidenced by (i) a Deed of Trust dated May 27, 2014 (the "May 2014 Deed of Trust"), (ii) a Deed of Trust dated June 17, 2014 (the "June 2014 Deed of Trust"), and a Deed of Trust dated August 21, 2014 (the "August 2014 Deed of Trust" and together with the May 2014 Deed of Trust and June 2014 Deed of Trust, the "Deeds of Trust").



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1           9.     The May 2014 Deed of Trust was recorded in the official records of the Clark  
2 County, Nevada Recorder (the "Official Records") as instrument number 20140529-0001342 on  
3 May 29, 2014.

4           10.    Under the May 2014 Deed of Trust, First 100 purported to pledge various real  
5 properties as collateral for the Omni Loan, including, but not limited to:

- 6           a.     The property commonly known as 1217 Neva Ranch Avenue, North Las  
7 Vegas, Nevada 89081, also designated as Clark County Assessor Parcel  
8 Number ("APN") 124-26-311-029;
- 9           b.     The property commonly known as 230 East Flamingo Road #330, Las  
10 Vegas, Nevada 89169, also designated as APN 162-16-810-355;
- 11          c.     The property commonly known as 2615 West Gary Avenue #1065, Las  
12 Vegas, Nevada 89123, also designated as APN 177-20-813-127; and
- 13          d.     The property commonly known as 6575 Shining Sand Avenue, Las Vegas,  
14 Nevada 89142, also designated as APN 161-10-511-072.

15          11.    The legal descriptions set forth in the May 2014 Deed of Trust for the foregoing  
16 real properties are in many cases incomplete or incorrect.

17          12.    The June 2014 Deed of Trust was recorded in the Official Records as instrument  
18 number 20140718-0001253 on July 18, 2014.

19          13.    Under the June 2014 Deed of Trust, First 100 purported to pledge certain  
20 additional real properties as collateral for the Omni Loan, including, but not limited to:

- 21          a.     The property commonly known as 4921 Indian River Drive #112, Las  
22 Vegas, Nevada 89103, also designated as APN 163-24-612-588;
- 23          b.     The property commonly known as 5009 Indian River Drive #155, Las  
24 Vegas, Nevada 89103, also designated as APN 163-24-612-639;
- 25          c.     The property commonly known as 5295 Indian River Drive #314, Las  
26 Vegas, Nevada 89103, also designated as APN 163-24-612-798; and
- 27          d.     The property commonly known as 4400 Sandy River Drive #16, Las  
28 Vegas, Nevada 89103, also designated as APN 163-24-612-500.

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1           14.     The legal descriptions set forth in the June 2014 Deed of Trust for the foregoing  
2 real properties are in many cases incomplete or incorrect.

3           15.     The August 2014 Deed of Trust was recorded in the Official Records as  
4 instrument number 20140826-0001916 on August 26, 2014.

5           16.     Under the August 2014 Deed of Trust, First 100 purported to pledge as collateral  
6 for the Omni Loan the real property commonly known as 5782 Camino Ramon Avenue, Las  
7 Vegas, Nevada 89156, also designated as APN 140-21-611-018.

8           17.     The August 2014 Deed of Trust, however, did not include any legal description  
9 for the property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156.

10          18.     On October 5, 2016, Omni re-recorded the August 2014 Deed of Trust in the  
11 Official Records with the legal description for the property located at 5782 Camino Ramon  
12 Avenue, Las Vegas, Nevada 89156 attached as Addendum "A" as instrument number 20161005-  
13 0002287.

14                   **KAL-MOR PURCHASE OF REAL PROPERTIES AT ISSUE**

15           *1217 Neva Ranch Avenue, North Las Vegas, Nevada 89081 (APN 124-26-311-029)*

16           19.     The real property located at 1217 Neva Ranch Avenue, North Las Vegas, Nevada  
17 and described more particularly as APN 124-26-311-029 (the "Neva Ranch Property") is located  
18 within a common interest community created pursuant to Chapter 116 of Nevada Revised  
19 Statutes and is subject to certain covenants, conditions, and restrictions associated therewith,  
20 including membership in the unit-owners' association commonly known as the Creekside III  
21 Homeowners Association (the "Creekside III HOA").

22           20.     The Creekside III HOA foreclosed upon a lien for delinquent assessments levied  
23 against the Neva Ranch Property on or about May 4, 2013 and caused the Nevada Ranch  
24 Property to be sold to First 100 for good and valuable consideration.

25           21.     A Foreclosure Deed upon Sale conveying title to the Neva Ranch Property to First  
26 100 was recorded in the Official Records on May 7, 2013 as instrument number 20130507-  
27 0003557.

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22. On or about April 6, 2015, First 100 agreed to sell the Neva Ranch Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Neva Ranch Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000740.

23. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the Neva Ranch Property as collateral for the Omni Loan under the May 2014 Deed of Trust.

24. To the contrary, at the time of the sale First 100 represented that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Neva Ranch Property from the Creekside III HOA under the Foreclosure Deed upon Sale recorded on May 7, 2013.

25. At the time of the sale, Kal-Mor did not have actual notice of the May 2014 Deed of Trust, that First 100 had purported to pledge the Neva Ranch Property as collateral for the Omni Loan, or that Omni claimed a security interest in the Neva Ranch Property.

*230 East Flamingo Road, #330, Las Vegas, Nevada 89169 (APN 162-16-810-355)*

26. The real property located at 230 East Flamingo Road, #330, Las Vegas, Nevada 89169 and described more particularly as APN 162-16-810-355 (the "East Flamingo Property") is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Meridian Private Residences Homeowners Association (the "Meridian HOA").

27. The Meridian HOA foreclosed upon a lien for delinquent assessments levied against the East Flamingo Property on or about July 13, 2013 and caused the East Flamingo Property to be sold to First 100 for good and valuable consideration.

28. A Foreclosure Deed upon Sale conveying title to the East Flamingo Property to First 100 was recorded in the Official Records on July 16, 2013 as instrument number 20130716-0002104.

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1           29. On or about April 9, 2015, First 100 agreed to sell the East Flamingo Property to  
2 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
3 Deed of Sale conveying title to the East Flamingo Property to Kal-Mor, which was recorded in  
4 the Official Records on April 9, 2015 as instrument number 20150409-0000739.

5           30. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
6 had previously purported to pledge the East Flamingo Property as collateral for the Omni Loan  
7 under the May 2014 Deed of Trust.

8           31. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
9 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the East  
10 Flamingo Property from the Meridian HOA under the Foreclosure Deed upon Sale recorded on  
11 July 16, 2013.

12           32. At the time of the sale, Kal-Mor did not have actual notice of the May 2014 Deed  
13 of Trust, that First 100 had purported to pledge the East Flamingo Property as collateral for the  
14 Omni Loan, or that Omni claimed a security interest in the East Flamingo Property.

15           ***2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123 (APN 177-20-813-127)***

16           33. The real property located at 2615 West Gary Avenue, #1065, Las Vegas, Nevada  
17 89123 and described more particularly as APN 177-20-813-127 (the "West Gary Property") is  
18 located within a common interest community created pursuant to Chapter 116 of Nevada  
19 Revised Statutes and is subject to certain covenants, conditions, and restrictions associated  
20 therewith, including membership in the unit-owners' association commonly known as the  
21 Southgate Condominium Unit-Owners' (the "Southgate HOA").

22           34. The Southgate HOA foreclosed upon a lien for delinquent assessments levied  
23 against the West Gary Property on or about May 4, 2013 and caused the West Gary Property to  
24 be sold to First 100 for good and valuable consideration.

25           35. A Foreclosure Deed upon Sale conveying title to the West Gary Property to First  
26 100 was recorded in the Official Records on May 7, 2013 as instrument number 20130507-  
27 0003558.

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1       36. On or about April 9, 2015, First 100 agreed to sell the West Gary Property to Kal-  
2 Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
3 Deed of Sale conveying title to the West Gary Property to Kal-Mor, which was recorded in the  
4 Official Records on April 9, 2015 as instrument number 20150409-0000742.

5       37. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
6 had previously purported to pledge the West Gary Property as collateral for the Omni Loan  
7 under the May 2014 Deed of Trust.

8       38. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
9 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the West  
10 Gary Property from the Southgate HOA under the Foreclosure Deed upon Sale recorded on May  
11 7, 2013.

12       39. At the time of the sale, Kal-Mor did not have actual notice of the May 2014 Deed  
13 of Trust, that First 100 had purported to pledge the West Gary Property as collateral for the Omni  
14 Loan, or that Omni claimed a security interest in the West Gary Property.

15       ***6575 Shining Sand Avenue, Las Vegas, Nevada 89142 (APN 161-10-511-072)***

16       40. The real property located at 6575 Shining Sand Avenue, Las Vegas, Nevada  
17 89142 and described more particularly as APN 161-10-511-072 (the "Shining Sand Property") is  
18 located within a common interest community created pursuant to Chapter 116 of Nevada  
19 Revised Statutes and is subject to certain covenants, conditions, and restrictions associated  
20 therewith, including membership in the unit-owners' association commonly known as the Sahara  
21 Sunrise Homeowners Association (the "Sahara HOA").

22       41. The Sahara HOA foreclosed upon a lien for delinquent assessments levied against  
23 the Shining Sand Property on or about September 13, 2011 and took title to the Shining Sand  
24 Property through a Trustee's Deed upon Sale recorded in the Official Records on September 14,  
25 2011 as instrument number 20110914-0001783.

26       42. The Sahara HOA later sold the Shining Sand Property to First 100 for valuable  
27 consideration on or about March 18, 2014. A Quitclaim Deed transferring title to the Shining  
28

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1 Sand Property to First 100 was recorded in the Official Records on March 18, 2014 as instrument  
 2 number 20140318-0002205.

3 43. On or about April 10, 2015, First 100 agreed to sell the Shining Sand Property to  
 4 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
 5 Deed of Sale conveying title to the Shining Sand Property to Kal-Mor, which was recorded in the  
 6 Official Records on April 13, 2015 as instrument number 20150413-0002986.

7 44. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
 8 had previously purported to pledge the Shining Sand Property as collateral for the Omni Loan  
 9 under the May 2014 Deed of Trust.

10 45. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
 11 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Shining  
 12 Sand Property from the Sahara HOA under the Quitclaim Deed recorded on March 18, 2014.

13 46. At the time of the sale, Kal-Mor did not have actual notice of the May 2014 Deed  
 14 of Trust, that First 100 had purported to pledge the Shining Sand Property as collateral for the  
 15 Omni Loan, or that Omni claimed a security interest in the Shining Sand Property.

16 *4921 Indian River Drive, #112, Las Vegas, Nevada 89103 (APN 163-24-612-588)*

17 47. The real property located at 4921 Indian River Drive, #112, Las Vegas, Nevada  
 18 89103 and described more particularly as APN 163-24-612-588 (the "4921 Indian River  
 19 Property") is located within a common interest community created pursuant to Chapter 116 of  
 20 Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions  
 21 associated therewith, including membership in the unit-owners' association commonly known as  
 22 the Bella Vita Homeowners Association (the "Bella Vita HOA").

23 48. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied  
 24 against the 4921 Indian River Property on or about July 10, 2013 and caused the 4921 Indian  
 25 River Property to be sold to First 100 for good and valuable consideration.

26 49. A Deed of Sale conveying title to the 4921 Indian River Property to First 100 was  
 27 recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002749.  
 28

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50. On or about April 10, 2015, First 100 agreed to sell the 4921 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 4921 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002987.

51. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the 4921 Indian River Property as collateral for the Omni Loan under the June 2014 Deed of Trust.

52. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 4921 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16, 2014.

53. At the time of the sale, Kal-Mor did not have actual notice of the June 2014 Deed of Trust, that First 100 had purported to pledge the 4921 Indian River Property as collateral for the Omni Loan, or that Omni claimed a security interest in the 4921 Indian River Property.

***5009 Indian River Drive, #155, Las Vegas, Nevada 89103 (APN 163-24-612-639)***

54. The real property located at 5009 Indian River Drive, #155, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-639 (the "5009 Indian River Property") is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.

55. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the 5009 Indian River Property on or about January 21, 2014 and took title to the 5009 Indian River Property through a Foreclosure Deed recorded in the Official Records on January 23, 2014 as instrument number 20140123-0002773.

56. The Bella Vita HOA later sold the 5009 Indian River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to

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1 the 5009 Indian River Property to First 100 was recorded in the Official Records on July 16,  
 2 2014 as instrument number 20140716-0002750.

3 57. On or about April 10, 2015, First 100 agreed to sell the 5009 Indian River  
 4 Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100  
 5 executed a Deed of Sale conveying title to the 5009 Indian River Property to Kal-Mor, which  
 6 was recorded in the Official Records on April 13, 2015 as instrument number 20150413-  
 7 0002988.

8 58. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
 9 had previously purported to pledge the 5009 Indian River Property as collateral for the Omni  
 10 Loan under the June 2014 Deed of Trust.

11 59. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
 12 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 5009  
 13 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16,  
 14 2014.

15 60. At the time of the sale, Kal-Mor did not have actual notice of the June 2014 Deed  
 16 of Trust, that First 100 had purported to pledge the 5009 Indian River Property as collateral for  
 17 the Omni Loan, or that Omni claimed a security interest in the 5009 Indian River Property.

18 *5295 Indian River Drive, #314, Las Vegas, Nevada 89103 (APN 163-24-612-798)*

19 61. The real property located at 5295 Indian River Drive, #314, Las Vegas, Nevada  
 20 89103 and described more particularly as APN 163-24-612-798 (the "5295 Indian River  
 21 Property") is located within a common interest community created pursuant to Chapter 116 of  
 22 Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions  
 23 associated therewith, including membership in the Bella Vita HOA.

24 62. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied  
 25 against the 5295 Indian River Property on or about December 26, 2013 and took title to the 5295  
 26 Indian River Property through a Foreclosure Deed recorded in the Official Records on December  
 27 30, 2013 as instrument number 20131230-0000172.

28



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63. The Bella Vita HOA later sold the 5295 Indian River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002747.

64. On or about April 10, 2015, First 100 agreed to sell the 5295 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 5295 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002990.

65. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the 5295 Indian River Property as collateral for the Omni Loan under the June 2014 Deed of Trust.

66. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 5295 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16, 2014.

67. At the time of the sale, Kal-Mor did not have actual notice of the June 2014 Deed of Trust, that First 100 had purported to pledge the 5295 Indian River Property as collateral for the Omni Loan, or that Omni claimed a security interest in the 5295 Indian River Property.

***4400 Sandy River Drive, #16, Las Vegas, Nevada 89103 (APN 163-24-612-500)***

68. The real property located at 4400 Sandy River Drive #16, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-500 (the "Sandy River Property") is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.

69. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the Sandy River Property on or about January 21, 2014 and took title to the Sandy River

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1 Property through a Foreclosure Deed recorded in the Official Records on January 23, 2014 as  
 2 instrument number 20140123-0002775.

3 70. The Bella Vita HOA later sold the Sandy River Property to First 100 for good and  
 4 valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the Sandy  
 5 River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument  
 6 number 20140716-0002748.

7 71. On or about April 10, 2015, First 100 agreed to sell the Sandy River Property to  
 8 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
 9 Deed of Sale conveying title to the Sandy River Property to Kal-Mor, which was recorded in the  
 10 Official Records on April 13, 2015 as instrument number 20150413-0002988.

11 72. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
 12 had previously purported to pledge the Sandy River Property as collateral for the Omni Loan  
 13 under the June 2014 Deed of Trust.

14 73. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
 15 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Sandy  
 16 River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16, 2014.

17 74. At the time of the sale, Kal-Mor did not have actual notice of the June 2014 Deed  
 18 of Trust, that First 100 had purported to pledge the Sandy River Property as collateral for the  
 19 Omni Loan, or that Omni claimed a security interest in the Sandy River Property.

20 *5782 Camino Ramon Avenue, Las Vegas, Nevada 89156 (APN 140-21-611-018)*

21 75. The real property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada  
 22 89156 and described more particularly as APN 140-21-611-018 (the "Camino Ramon Property")  
 23 and together with the Neva Ranch Property, the East Flamingo Property, the West Gary  
 24 Property, the Shining Sand Property, the 4921 Indian River Property, the 5009 Indian River  
 25 Property, the 5295 Indian River Property, and the Sandy River Property, the "Kal-Mor  
 26 Properties") is located within a common interest community created pursuant to Chapter 116 of  
 27 Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions  
 28

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1 associated therewith, including membership in the unit-owners' association commonly known as  
 2 the Tierra Mesa Homeowners Association (the "Tierra Mesa HOA").

3 76. The Tierra Mesa HOA foreclosed upon a lien for delinquent assessments levied  
 4 against the Camino Ramon Property on or about October 27, 2010 and took title to the Camino  
 5 Ramon Property through a Trustee's Deed upon Sale recorded in the Official Records on  
 6 December 3, 2010 as instrument number 20101203-0002111.

7 77. The Tierra Mesa HOA later sold the Camino Ramon Property to First 100 for  
 8 good and valuable consideration on or about August 8, 2014. A Quitclaim Deed transferring title  
 9 to the Camino Ramon Property to First 100 was recorded in the Official Records on August 11,  
 10 2014 as instrument number 20140811-0000974.

11 78. On or about April 6, 2015, First 100 agreed to sell the Camino Ramon Property to  
 12 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
 13 Deed of Sale conveying title to the Camino Ramon Property to Kal-Mor, which was recorded in  
 14 the Official Records on April 9, 2015 as instrument number 20150409-0000741.

15 79. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
 16 had previously purported to pledge the Camino Ramon Property as collateral for the Omni Loan  
 17 under the August 2014 Deed of Trust.

18 80. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
 19 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Camino  
 20 Ramon Property from the Tierra Mesa HOA under the Quitclaim Deed recorded on August 11,  
 21 2014

22 81. At the time of the sale, Kal-Mor did not have actual notice of the August 2014  
 23 Deed of Trust, that First 100 had purported to pledge the Camino Ramon Property as collateral  
 24 for the Omni Loan, or that Omni claimed a security interest in the Camino Ramon Property.

#### 25 THE FIRST 100 ACTION

26 82. In 2015, First 100 fell delinquent in its payment obligations under Omni Loan.  
 27 As a result, on January 8, 2016, Omni issued a Notification of Disposition of Collateral in which  
 28 it identified the personal property Omni believed to be subject to its security interest and

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1 scheduled a sale of the collateral to take in accordance with NRS Chapter 104 on January 21,  
2 2016 (the "UCC Sale").

3 83. On January 15, 2016, First 100 filed a complaint in the Eighth Judicial District  
4 Court in Clark County, Nevada (Case No. A-16-730374-C) (the "First 100 Action") in which it  
5 asserted various claims against Omni and sought an injunction to prevent Omni from proceeding  
6 with the UCC Sale.

7 84. On January 18, 2016, Omni removed the First 100 Action to the United States  
8 District Court for the District of Nevada (the "District Court") (Case No. 2:16-cv-00099).

9 85. After several months of litigation in the First 100 Action, Omni completed the  
10 UCC Sale on May 25, 2016 and purchased certain First 100 personal property that had been  
11 pledged as collateral for the Omni Loan through a successful credit bid.

12 86. The value of the First 100 personal property purchased by Omni through the UCC  
13 Sale far exceeded the outstanding balance of the Omni Loan claimed due and owing at that time.

14 87. However, the amount of Omni's successful credit bid at the UCC Sale was  
15 substantially less than the outstanding balance of the Omni Loan claimed due and owing at that  
16 time.

17 88. Various disputes subsequently arose between First 100 and Omni as to, among  
18 other things, the outstanding balance of the Omni Loan, the reasonableness of the UCC Sale, the  
19 value of the personal property purchase by Omni through the UCC Sale, and First 100's liability  
20 for the remaining balance of the Omni Loan.

21 89. On June 15, 2016, Omni filed its Answer to First 100, LLC's Complaint and  
22 Counterclaim and Third-Party Claim (the "Omni Counterclaim") in the First 100 Action.

23 90. Among other things, the Omni Counterclaim alleged the following:

- 24 a. The outstanding balance of the Omni Loan was "approximately \$4.1 million"  
25 "(including principal interest, and fees)" as of the day the Omni Counterclaim  
26 was filed;

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b. The Omni Loan is "secured by deeds of trust and mortgages executed by First 100 (as trustor or mortgagor) in favor of Omni (as beneficiary or mortgagee), encumbering various parcels in Nevada and other states"; and

c. First 100 had "defaulted on its obligations under the [Omni] Loan and [had] failed to repay the [Omni] Loan as agreed".

91. The Omni Counterclaim asserted claims for breach of contract and declaratory relief and sought an award of damages based upon First 100's breach of its obligations under the Omni Loan.

92. After several additional months of litigation in the First 100 Action, Omni and First 100 reached an agreement to resolve their various disputes and entered into a written settlement agreement (the "First 100 Settlement").

93. Under the First 100 Settlement, First 100 and Omni released all claims related to the First 100 Action and First 100's default and breach of its obligations under the Omni loan, reserving only the rights of the parties to enforce the First 100 Settlement.

94. In connection with the First 100 Settlement, the District Court entered a Stipulated Judgment on February 16, 2017 in the First 100 Action through which it entered final judgment in favor of Omni and against First 100 in the amount of \$4.8 million for the remaining balance of the Omni Loan (the "First 100 Judgment") and dismissed all claims, counterclaims, and third-party claims asserted in the First 100 Action with prejudice, reserving only the rights of the parties to enforce the First 100 Settlement.

95. The First 100 Judgment is a personal judgment against First 100.

96. The First 100 Judgment is a final judgment for purposes of appeal under Nevada Law.

#### OMNI EFFORTS TO ENFORCE THE DEEDS OF TRUST

97. Kal-Mor holds legal title to and ownership interests in the Kal-Mor Properties free and clear of any ownership interest, security interest, or other claim by the Defendants.

98. Kal-Mor maintains and operates the Kal-Mor Properties as residential rental properties.

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1 99. Beginning on or about September 29, 2016, Omni began making demands upon  
2 tenants occupying the Kal-Mor Properties for payment of rent Omni claimed to be entitled to  
3 collect pursuant to various assignments of rents contained within the Deeds of Trust.

4 100. Notwithstanding the subsequent entry of the First 100 Judgment, Omni continues  
5 to make demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni  
6 claims to be entitled to collect pursuant to various assignments of rents contained within the  
7 Deeds of Trust.

8 101. Upon information and belief, Omni has collected in excess of \$5,000 in rent  
9 rightfully owed to Kal-Mor from tenants occupying the Kal-Mor Properties.

10 102. On May 15, 2017, Omni caused a Notice of Breach and Election to Sell under  
11 Deeds of Trust (the "Notice of Default") to be recorded in the Official Records against the Kal-  
12 Mor Properties as instrument number 20140515-0000474.

13 103. Under the Notice of Default, Omni claims to be legally entitled to cause the Kal-  
14 Mor Properties to be sold through non-judicial foreclosure pursuant to the Deeds of Trust to  
15 satisfy the outstanding balance of the Omni Loan.

16 104. Upon information and belief, Omni intends to cause the Kal-Mor Properties to be  
17 sold through non-judicial foreclosure sales pursuant to the Deeds of Trust and to retain the  
18 proceeds and benefits of such sales.

19 **FIRST CAUSE OF ACTION**

20 **(Breach of Contract – Against First 100)**

21 105. Plaintiff repeats and realleges the allegations contained in the foregoing  
22 paragraphs and incorporates the same herein by this reference as though set forth in full.

23 106. Valid and enforceable contracts existed between Kal-Mor and First 100 as to the  
24 sales of the various Kal-Mor Properties.

25 107. The parties' contracts required that First 100 transfer to Kal-Mor the full rights,  
26 title, and interests First 100 acquired in the Kal-Mor Properties from the various unit-owners'  
27 associations from whom First 100 had previously purchased the Kal-Mor Properties.  
28

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1 108. First 100 materially breached the parties' various contracts by, among other  
2 things, failing to disclose the existence of the Deeds of Trust to Kal-Mor prior to the sales of the  
3 Kal-Mor Properties.

4 109. As a result of First 100's material breaches of the parties' various contracts, Kal-  
5 Mor has suffered damages in an amount in excess of \$10,000 to be proven at trial.

6 110. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled  
7 to recover such attorney fees and costs from the Defendants.

8 **SECOND CAUSE OF ACTION**

9 **(Breach of Implied Covenant of Good Faith and Fair Dealing – Against First 100)**

10 111. Plaintiff repeats and realleges the allegations contained in the foregoing  
11 paragraphs and incorporates the same herein by this reference as though set forth in full.

12 112. Valid and enforceable contracts existed between Kal-Mor and First 100 as to the  
13 sales of the various Kal-Mor Properties.

14 113. Under Nevada law, First 100 was required to act in good faith and deal fairly with  
15 Kal-Mor in the course of performing its obligations under the parties' various contracts.

16 114. First 100 breached its duty of good faith and fair dealing by, among other things,  
17 failing to disclose the existence of the Deeds of Trust to Kal-Mor prior to the sales of the Kal-  
18 Mor Properties.

19 115. As a result of First 100's material breaches of the parties' various contracts, Kal-  
20 Mor has suffered damages in an amount in excess of \$10,000 to be proven at trial.

21 116. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled  
22 to recover such attorney fees and costs from the Defendants.

23 **THIRD CAUSE OF ACTION**

24 **(Negligent Misrepresentation – Against First 100)**

25 117. Plaintiff repeats and realleges the allegations contained in the foregoing  
26 paragraphs and incorporates the same herein by this reference as though set forth in full.

27 118. In connection with the sales of the Kal-Mor Properties, First 100 represented that  
28 it was able to and would, in fact, convey to Kal-Mor the full rights, title, and interests First 100

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1 acquired in the Kal-Mor Properties from the various unit-owners' associations from whom First  
2 100 had previously purchased the Kal-Mor Properties.

3 119. Kal-Mor relied upon First 100's representations concerning its rights, title, and  
4 interests in the Kal-Mor Properties in making the decision to purchase the Kal-Mor Properties  
5 from First 100.

6 120. First 100 did not disclose to Kal-Mor at any time prior to the sale of any of the  
7 Kal-Mor Properties that First 100 had previously purported to pledge the Kal-Mor Properties as  
8 collateral for the Omni Loan under the Deeds of Trust.

9 121. Had Kal-Mor known that First 100 had previously purported to pledge the Kal-  
10 Mor Properties as collateral from the Omni Loan under the Deeds of Trust, Kal-Mor would not  
11 have purchased the Kal-Mor Properties.

12 122. As a result of the wrongful conduct of First 100, Kal-Mor has suffered damages in  
13 an amount in excess of \$10,000 to be proven at trial.

14 123. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled  
15 to recover such attorney fees and costs from First 100.

16 **FOURTH CAUSE OF ACTION**

17 **(Declaratory Relief - All Defendants)**

18 124. Plaintiff repeats and realleges the allegations contained in the foregoing  
19 paragraphs and incorporates the same herein by this reference as though set forth in full.

20 125. An actual, justiciable controversy that is ripe for adjudication exists between the  
21 parties concerning the existence and priority of the parties' respective claimed interests in the  
22 Kal-Mor Properties.

23 126. Accordingly, Kal-Mor is entitled to and seeks a legal determination from this  
24 Court concerning the existence and priority of the parties' respective claimed interests in the Kal-  
25 Mor Properties.

26 127. Specifically, Kal-Mor seeks the entry of declaratory judgment against the  
27 Defendants determining as follows:  
28



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- a. The Omni Loan was satisfied in full through the UCC Sale, the First 100 Settlement, and/or the First 100 Judgment;
- b. Having already received a final judgment against First 100 for the balance of the Omni Loan, Omni is barred from taking action to enforce the Deeds of Trust pursuant to Nev. Rev. Stat. §§ 40.430 and/or 40.435;
- c. The Deeds of Trust and any assignment of rents contained therein are void and unenforceable pursuant to Nev. Rev. Stat. §§ 40.430 and/or 40.435;
- d. The incomplete and incorrect legal descriptions of the Kal-Mor Properties set forth in the Deeds of Trust are insufficient to provide actual or constructive notice of Omni's claimed security interests in the Kal-Mor Properties;
- e. Kal-Mor is a bona fide purchaser for value of the Kal-Mor Properties and took title to the Kal-Mor Properties without actual or constructive notice of the Deeds of Trust; and
- f. Kal-Mor holds legal title to and ownership interests in the Kal-Mor Properties free and clear of any ownership interest, security interest, or other claim of the Defendants.

128. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled to recover such attorney fees and costs from the Defendants.

#### **FIFTH CAUSE OF ACTION**

##### **(Quiet Title – Against All Defendants)**

129. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs and incorporates the same herein by this reference as though set forth in full.

130. Under NRS § 40.010, "[a]n action may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action, for the purpose of determining such adverse claim."

131. Kal-Mor holds legal title to and ownership interests in the Kal-Mor Properties free and clear of any ownership interest, security interest, or other claim by the Defendants.



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**SEVENTH CAUSE OF ACTION**

**(Conversion – Against Omni)**

142. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs and incorporates the same herein by this reference as though set forth in full.

143. Kal-Mor holds legal title to and ownership interests in the Kal-Mor Properties free and clear of any ownership interest, security interest, or other claim by the Defendants.

144. Beginning on or about September 29, 2016, Omni began making demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni claimed to be entitled to collect pursuant to various assignments of rents contained within the Deeds of Trust.

145. Notwithstanding the subsequent entry of the First 100 Judgment, Omni continues to make demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni claims to be entitled to collect pursuant to various assignments of rents contained within the Deeds of Trust.

146. In doing so, Omni has wrongfully exercised control over and retained rents rightfully owed to Kal-Mor in defiance and derogation of Kal-Mor rights, title, and interest in such rents.

147. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled to recover such attorney fees and costs from the Defendants.

**EIGHTH CAUSE OF ACTION**

**(Slander of Title – Against Omni)**

148. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs and incorporates the same herein by this reference as though set forth in full.

149. Kal-Mor holds legal title to and ownership interests in the Kal-Mor Properties free and clear of any ownership interest, security interest, or other claim by the Defendants.

150. Yet, Omni continues to falsely and maliciously claim various security interests in the Kal-Mor Properties that are disparaging to and have created a cloud upon Kal-Mor's legal title to and ownership interests in the Kal-Mor Properties.

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1 151. Among other things, Omni caused the Notice of Default to be recorded against the  
2 Kal-Mor Properties on May 15, 2017 stating its intent to cause the Kal-Mor Properties to be sold  
3 at foreclosure pursuant to the Deeds of Trust.

4 152. As a result of Omni's wrongful conduct, Kal-Mor has sustained general and  
5 special damages, including attorney fees and other costs of removing the cloud upon Kal-Mor's  
6 legal title to and ownership interests in the Kal-Mor Properties.

7 153. As a result of Omni's wrongful conduct, Kal-Mor has suffered damages in an  
8 amount in excess of \$10,000 to be proven at trial.

9 154. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled  
10 to recover such attorney fees and costs from Omni.

11 **NINTH CAUSE OF ACTION**

12 **(Intentional Interference with Contractual Relations -- Against Omni)**

13 155. Plaintiff repeats and realleges the allegations contained in the foregoing  
14 paragraphs and incorporates the same herein by this reference as though set forth in full.

15 156. Kal-Mor is a party to various leases with the third-party tenants that occupy the  
16 Kal-Mor Properties.

17 157. Omni is aware of the leases that have been entered into between Kal-Mor and the  
18 third-party tenants that occupy the Kal-Mor Properties.

19 158. Omni had intentionally and maliciously disrupted the contractual relationships  
20 between Kal-Mor and the third-party tenants that occupy the Kal-Mor Properties by, among  
21 other things, claiming various security interests in the Kal-Mor Properties and rents thereof,  
22 demanding that such tenants pay rent to Omni, interception rents rightfully payable to Kal-Mor  
23 from such tenants, and continually harassing such tenants that refuse to pay rent to Omni.

24 159. As a result of Omni's wrongful conduct, the contractual relationships between  
25 Kal-Mor and the third-party tenants that occupy the Kal-Mor Properties have been disrupted.

26 160. As a result of Omni's wrongful conduct, Kal-Mor has suffered damages in an  
27 amount in excess of \$10,000 to be proven at trial.

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1 161. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled  
2 to recover such attorney fees and costs from Omni.

3 **TENTH CAUSE OF ACTION**

4 **(Injunctive Relief – Against Omni)**

5 162. Plaintiff repeats and realleges the allegations contained in the foregoing  
6 paragraphs and incorporates the same herein by this reference as though set forth in full.

7 163. Kal-Mor holds legal title to and ownership interests in the Kal-Mor Properties free  
8 and clear of any ownership interest, security interest, or other claim by the Defendants.

9 164. Kal-Mor is informed and believes that Omni (i) intends to continue making  
10 demands for rents upon the tenants occupying the Kal-Mor Properties that are contractually  
11 required to pay rent to Kal-Mor and (ii) intends to attempt to cause the Kal-Mor Properties to be  
12 sold through non-judicial foreclosure as set forth in the Notice of Default.

13 165. Kal-Mor is entitled to and seeks the entry of an order granting preliminary and  
14 permanent injunctive relief and precluding Omni from taking any action to enforce any interest  
15 Omni claims in the Kal-Mor Properties under the Deeds of Trust.

16 166. Kal-Mor has incurred attorney fees and costs in bringing this action and is entitled  
17 to recover such attorney fees and costs from the Defendants.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff prays for relief and judgment as follows:

20 1. For an award of actual and consequential damages in an amount in excess of  
21 \$10,000 to be proven at trial;

22 2. For equitable, declaratory, and injunctive relief as requested herein;

23 3. For an award of pre and post-judgment interest and costs of suit;

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4. For special damages, including an award of attorney fees; and
5. For such other relief as the Court deems reasonable and proper.

DATED this 19<sup>th</sup> day of June, 2017.

**KOLESAR & LEATHAM**

By 

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*Attorneys for Plaintiff*  
*Kal-Mor-USA, LLC*

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

**KAL-MOR-USA, LLC, a Nevada limited liability company,**

**Plaintiff,**

**vs.**

**OMNI FINANCIAL, LLC, a foreign limited liability company; FIRST 100, LLC, a Nevada limited liability company; DOES I through X; and ROE ENTITIES I through X,**

**Defendants.**

**CASE NO. A-17-757061-C**

**DEPT NO. 18**

**ACCEPTANCE OF SERVICE**

ACCEPTANCE OF SERVICE of the Summons and Complaint filed on June 19, 2017 in the above-entitled matter is hereby acknowledged on behalf of Defendant OMNI FINANCIAL, LLC this 6th day of August, 2017.

**HOWARD & HOWARD**

By 

**ROBERT W. HERNQUIST**  
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*Attorneys for Defendant Omni Financial, LLC*

# westlake

Tuesday, August 29, 2017

10:27:54

Doc 1-2 - Exh 2 - Motion for TRO (State) 4843-9921-7742 v.1.pdf

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# **EXHIBIT 2**

# **EXHIBIT 2**

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1 **0008**

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12 **[ewalther@klnevada.com](mailto:ewalther@klnevada.com)**

13 *Attorneys for Plaintiff*

14 *Kal-Mor-USA, LLC*

15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 **\*\*\***

18 **KAL-MOR-USA, LLC, a Nevada limited**  
19 **liability company,**

20 **Plaintiff,**

21 **vs.**

22 **OMNI FINANCIAL, LLC, a foreign limited**  
23 **liability company; FIRST 100, LLC, a Nevada**  
24 **limited liability company; DOES I through X;**  
25 **and ROE ENTITIES I through X, inclusive,**

26 **Defendants.**

27 **CASE NO. A-17-757061-C**

28 **DEPT. NO. 18**

**PLAINTIFF'S MOTION FOR  
TEMPORARY RESTRAINING  
ORDER AND FOR ORDER TO  
SHOW CAUSE WHY A  
PRELIMINARY INJUNCTION  
SHOULD NOT ISSUE**

**AND**

**EX-PARTE APPLICATION FOR  
ORDER SHORTENING TIME**

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COMES NOW Plaintiff Kal-Mor-USA, LLC ("Kal-Mor"), by and through its attorneys of record, the law firm of Kolesar & Leatham, hereby requests that this Court enter a temporary restraining order and an order to show cause why a preliminary injunction should not issue to enjoin Defendant Omni Financial, LLC ("Omni") from taking any action to foreclose on real

1 properties owned by Kal-Mor or to otherwise enforce security interests claimed against such  
2 properties in violation of NRS 40.430 and 40.435.

3 The nine (9) separate real properties at issue (as described in greater detail herein, the  
4 "Kal-Mor Properties") were allegedly pledged as collateral for a loan made by Omni to  
5 Defendant First 100, LLC ("First 100"). Kal-Mor later purchased the subject properties from  
6 First 100 without knowledge or notice of any lien claimed against such properties by Omni. On  
7 February 16, 2017, Omni obtained a final judgment against First 100 in the amount of \$4.8  
8 million for the balance its loan. As a result, any security interest or lien Omni might claim  
9 against the subject properties was discharged pursuant to NRS 40.435(3). Omni, therefore, holds  
10 no valid security interest or lien against any of the subject properties.

11 Omni, however, refuses to accept reality and has scheduled a foreclosure sale of the Kal-  
12 Mor Properties to take place on September 12, 2017. Kal-Mor is likely to prevail on the merits  
13 in this action and will suffer irreparable harm if Omni is allowed to proceed. Therefore, it is  
14 necessary and appropriate that a temporary restraining order and preliminary injunction be  
15 immediately entered against Omni to prevent it from moving forward with its planned  
16 foreclosure sale.

17 The Application is made and based upon NRCP 65, the points and authorities herein, the  
18 Declaration of Greg Darroch (the "Darroch Declaration") attached hereto, the papers and  
19 pleadings on file, and any argument the Court may entertain.

20 DATED this 18<sup>th</sup> day of August, 2017.

21 KOLESAR & LEATHAM

22 

23 BART K. LARSEN, ESQ.  
24 Nevada Bar No. 8538  
25 400 South Rampart Boulevard, Suite 400  
26 Las Vegas, Nevada 89145

27 *Attorneys for Plaintiff Kal-Mor-USA, LLC*  
28

**ORDER SHORTENING TIME**

Good cause appearing, IT IS HEREBY ORDERED that the Plaintiff's Motion for Temporary Restraining Order and for Order to Show Cause Why a Preliminary Injunction Should Not Issue shall be heard on shortened time on the 30<sup>th</sup> day of August, 2017, in Department 18 of the above-entitled Court at the hour of 9 : 00 a.m., or as soon thereafter as counsel may be heard.

IT IS FURTHER ORDERED that any opposition to Plaintiff's Motion for Temporary Restraining Order and for Order to Show Cause Why a Preliminary Injunction Should Not Issue shall be filed and served no later than the 25<sup>th</sup> day of August, 2017 and that any reply to any such opposition shall be filed and served no later than the 28<sup>th</sup> day of August, 2017.

DATED this 18 day of August, 2017.

  
DISTRICT COURT JUDGE

KOLESAR & LEATHAM  
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Las Vegas, Nevada 89145  
Tel: (702) 362-7900 / Fax: (702) 362-9472

**DECLARATION OF BART K. LARSEN, ESQ. IN SUPPORT OF EX-PARTE  
APPLICATION FOR ORDER SHORTENING TIME**

I, Bart K. Larsen, Esq., hereby declare as follows:

1. I am attorney duly licensed to practice in the State of Nevada. I am a shareholder in the law firm of Kolesar & Leatham, and I am lead counsel for Plaintiff Kal-Mor in this action. I make this Declaration in support of Kal-Mor's Ex-Parte Application for Order Shortening Time.

2. I am over the age of 18, have personal knowledge as to the matters set forth herein except for those matters stated upon information and belief, and if called upon to testify could and would competently testify thereto.

3. Upon information and belief, and as set forth in more detail in the attached Declaration of Greg Darroch, Kal-Mor holds legal title to and is the owner of the Kal-Mor Properties, which are all located in Clark County, Nevada and upon which Omni claims to hold various deeds of trust as security for a loan Omni made to Defendant First 100 in 2014.

4. Upon information and belief, Kal-Mor purchased the Kal-Mor Properties from First 100 during 2014 and 2015 without any knowledge of Omni's claimed security interests.

5. On or about February 16, 2017, Omni obtained a final judgment against First 100 in the amount of \$4.8 million in an action pending before the United States District Court for the District of Nevada (case no. 2:16-cv-00109-RFB-CWH) for the unpaid balance of the loan to First 100 that was allegedly secured by the Kal-Mor Properties among other collateral.

6. Pursuant to NRS 40.430 and 40.435, the entry of such judgment extinguished any security interest or lien Omni could claim against the Kal-Mor Properties.

7. Nevertheless, Omni obtusely seeks to cause the Kal-Mor Properties to be sold through a non-judicial foreclosure, which Omni has scheduled to take place on September 12, 2017.

8. Omni's scheduled sale will further cloud title to the Kal-Mor Properties as Omni will undoubtedly claim that such sale will deprive and divest Kal-Mor of legal title to and its ownership interests in the Kal-Mor Properties.

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1           9.     A the scheduled sale date is less than 30 days away, there is insufficient time for  
2 Plaintiff's Motion Temporary Restraining Order and Order to Show Cause Why a Preliminary  
3 Injunction Should Not Issue (the "Motion") to be heard in the ordinary course. Accordingly,  
4 good cause exists under EDCR 2.26 to hear the Motion on shortened time.

5           10.    Plaintiff respectfully request that the hearing on the Motion be scheduled to take  
6 place no later than Thursday, August 31, 2017 to allow adequate time for the posting of security  
7 and the service of necessary documents prior to the scheduled sale and to take appropriate steps  
8 to reset the Motion for hearing should Omni attempt to remove this action to federal court prior  
9 to the hearing date.

10           I declare under penalty of perjury under the laws of Nevada that the foregoing is true and  
11 correct.

12           Dated this 18<sup>th</sup> day of August, 2017.

13   
14 BART K. LARSEN, ESQ.

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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Kal-Mor purchased the nine (9) Kal-Mor Properties that are the subject of this litigation from Defendant First 100 with no knowledge whatsoever that First 100 had previously attempted to pledge the Kal-Mor Properties as collateral for a loan it received from Defendant Omni. Omni now seeks to foreclose upon the Kal-Mor Properties under a series of poorly-prepared deeds of trusts it received from First 100. Omni, however, has already obtained a final judgment against First 100 in the amount of \$4.8 million for the outstanding balance of the loan in a separate action. Consequently, any security interest or lien Omni could possibly claim under the deeds of trust it received from First 100 has been discharged and released pursuant to Nevada's one-action rule as set forth at NRS 40.430 and 40.435. Therefore, Omni holds no security interest upon which it can foreclose.

Yet, on August 15, 2017, Omni recorded a Notice of Trustee's Sale through which it has scheduled a non-judicial sale of the Kal-Mor Properties to take place on September 12, 2017. The planned foreclosure sale is entirely unjustified and will cause irreparable harm to Kal-Mor's rights, title, and interests in the Kal-Mor Properties. As such, and given the overwhelming likelihood that Kal-Mor will prevail in this action, Omni must be enjoined from proceeding with the September 12, 2017 foreclosure sale and from otherwise attempting to enforce any security interest or lien it might claim against the Kal-Mor Properties.

**II. STATEMENT OF FACTS**

1. On May 27, 2014, First 100 and Omni entered into a Loan Agreement under which Omni agreed to loan up to \$5,000,000 to First 100. In connection therewith, First 100 executed a Promissory Note dated May 27, 2014 in favor of Omni (the "Omni Loan").<sup>1</sup>

2. Kal-Mor was not a party to the Omni Loan transaction and was not involved in any way in the negotiation or origination of the Omni Loan. Kal-Mor did not receive any proceeds from the Omni Loan and owes no indebtedness to Omni in connection with the Omni

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<sup>1</sup> Darroch Declaration, ¶ 3.

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1 Loan or otherwise.<sup>2</sup>

2 3. The Omni Loan was apparently secured by a Security Agreement dated May 27,  
3 2014 (the "Security Agreement") under which First 100 pledged certain real and personal  
4 property as collateral for the Omni Loan.<sup>3</sup>

5 4. Among other things, the collateral purportedly pledged pursuant to the Security  
6 Agreement was evidenced by (i) a Deed of Trust dated May 27, 2014 (the "May 2014 Deed of  
7 Trust"), (ii) a Deed of Trust dated June 17, 2014 (the "June 2014 Deed of Trust"), and a Deed of  
8 Trust dated August 21, 2014 (the "August 2014 Deed of Trust" and together with the May 2014  
9 Deed of Trust and June 2014 Deed of Trust, the "Deeds of Trust").

10 5. The May 2014 Deed of Trust was recorded in the official records of the Clark  
11 County, Nevada Recorder (the "Official Records") as instrument number 20140529-0001342 on  
12 May 29, 2014. Under the May 2014 Deed of Trust, First 100 purported to pledge various real  
13 properties as collateral for the Omni Loan, including, but not limited to:

- 14 a. The property commonly known as 1217 Neva Ranch Avenue, North Las Vegas,  
15 Nevada 89081, also designated as Clark County Assessor Parcel Number  
16 ("APN") 124-26-311-029;
- 17 b. The property commonly known as 230 East Flamingo Road #330, Las Vegas,  
18 Nevada 89169, also designated as APN 162-16-810-355;
- 19 c. The property commonly known as 2615 West Gary Avenue #1065, Las Vegas,  
20 Nevada 89123, also designated as APN 177-20-813-127; and
- 21 d. The property commonly known as 6575 Shining Sand Avenue, Las Vegas,  
22 Nevada 89142, also designated as APN 161-10-511-072.

23 6. The June 2014 Deed of Trust was recorded in the Official Records as instrument  
24 number 20140718-0001253 on July 18, 2014. Under the June 2014 Deed of Trust, First 100  
25 purported to pledge certain additional real properties as collateral for the Omni Loan, including,  
26 but not limited to:

27 <sup>2</sup> *Id.*, ¶ 6.

28 <sup>3</sup> *Id.*, ¶ 4.



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- a. The property commonly known as 4921 Indian River Drive #112, Las Vegas, Nevada 89103, also designated as APN 163-24-612-588;
- b. The property commonly known as 5009 Indian River Drive #155, Las Vegas, Nevada 89103, also designated as APN 163-24-612-639;
- c. The property commonly known as 5295 Indian River Drive #314, Las Vegas, Nevada 89103, also designated as APN 163-24-612-798; and
- d. The property commonly known as 4400 Sandy River Drive #16, Las Vegas, Nevada 89103, also designated as APN 163-24-612-500.

7. The August 2014 Deed of Trust was recorded in the Official Records as instrument number 20140826-0001916 on August 26, 2014. Under the August 2014 Deed of Trust, First 100 purported to pledge as collateral for the Omni Loan the real property commonly known as 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156, also designated as APN 140-21-611-018.

8. The August 2014 Deed of Trust, however, did not include any legal description for the property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156.

9. On October 5, 2016, Omni re-recorded the August 2014 Deed of Trust in the Official Records with the legal description for the property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156 attached as Addendum "A" as instrument number 20161005-0002287.

10. On April 24, 2017, Omni re-recorded the May 2014 Deed of Trust in the Official Records as instrument number 20170424-0000178 in an attempt to correct the incomplete and incorrect legal descriptions set forth in the May 2014 Deed of Trust.

11. On April 24, 2017, Omni re-recorded the June 2014 Deed of Trust in the Official Records as instrument number 20170424-0000179 in an attempt to correct the incomplete and incorrect legal descriptions set forth in the June 2014 Deed of Trust.

#### The Purchase of the Kai-Mor Properties

12. First 100's primary business operations involve the purchase and sale of residential real properties in Clark County, Nevada that are acquired by First 100 through

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homeowner association foreclosure sales conducted pursuant to the provisions of Chapter 116 of Nevada Revised Statutes. During 2013, 2014, and 2015, Kal-Mor purchased several such properties from First 100, including the nine (9) Kal-Mor Properties discussed below that are the subject of this action.<sup>4</sup>

***1217 Neva Ranch Avenue, North Las Vegas, Nevada 89081***

13. The real property located at 1217 Neva Ranch Avenue, North Las Vegas, Nevada and described more particularly as APN 124-26-311-029 (the "Neva Ranch Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Creekside III Homeowners Association (the "Creekside III HOA").<sup>5</sup>

14. The Creekside III HOA foreclosed upon a lien for delinquent assessments levied against the Neva Ranch Property on or about May 4, 2013 and caused the Nevada Ranch Property to be sold to First 100 for good and valuable consideration. A Foreclosure Deed upon Sale conveying title to the Neva Ranch Property to First 100 was recorded in the Official Records on May 7, 2013 as instrument number 20130507-0003557.<sup>6</sup>

15. On or about April 6, 2015, First 100 agreed to sell the Neva Ranch Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Neva Ranch Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000740.<sup>7</sup>

***230 East Flamingo Road, #330, Las Vegas, Nevada 89169***

16. The real property located at 230 East Flamingo Road, #330, Las Vegas, Nevada 89169 and described more particularly as APN 162-16-810-355 (the "East Flamingo Property") is owned by Kal-Mor and is located within a common interest community created pursuant to

<sup>4</sup> Darroch Declaration, ¶¶ 7-8.

<sup>5</sup> *Id.*, ¶ 9.

<sup>6</sup> *Id.*, ¶¶ 10-11. A copy of this deed is attached hereto as Exhibit 1.

<sup>7</sup> *Id.*, ¶ 12. A copy of this deed is attached hereto as Exhibit 2.

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Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Meridian Private Residences Homeowners Association (the "Meridian HOA").<sup>8</sup>

17. The Meridian HOA foreclosed upon a lien for delinquent assessments levied against the East Flamingo Property on or about July 13, 2013 and caused the East Flamingo Property to be sold to First 100 for good and valuable consideration. A Foreclosure Deed upon Sale conveying title to the East Flamingo Property to First 100 was recorded in the Official Records on July 16, 2013 as instrument number 20130716-0002104.<sup>9</sup>

18. On or about April 9, 2015, First 100 agreed to sell the East Flamingo Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the East Flamingo Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000739.<sup>10</sup>

***2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123***

19. The real property located at 2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123 and described more particularly as APN 177-20-813-127 (the "West Gary Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Southgate Condominium Unit-Owners' (the "Southgate HOA").<sup>11</sup>

20. The Southgate HOA foreclosed upon a lien for delinquent assessments levied against the West Gary Property on or about May 4, 2013 and caused the West Gary Property to be sold to First 100 for good and valuable consideration. A Foreclosure Deed upon Sale conveying title to the West Gary Property to First 100 was recorded in the Official Records on

<sup>8</sup> *Id.*, ¶ 16.

<sup>9</sup> *Id.*, ¶¶ 17-18. A copy of this deed is attached hereto as Exhibit 3.

<sup>10</sup> *Id.*, ¶ 19. A copy of this deed is attached hereto as Exhibit 4.

<sup>11</sup> *Id.*, ¶ 23.

May 7, 2013 as instrument number 20130507-0003558.<sup>12</sup>

21. On or about April 9, 2015, First 100 agreed to sell the West Gary Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the West Gary Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000742.<sup>13</sup>

***6575 Shining Sand Avenue, Las Vegas, Nevada 89142***

22. The real property located at 6575 Shining Sand Avenue, Las Vegas, Nevada 89142 and described more particularly as APN 161-10-511-072 (the "Shining Sand Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Sahara Sunrise Homeowners Association (the "Sahara HOA").<sup>14</sup>

23. The Sahara HOA foreclosed upon a lien for delinquent assessments levied against the Shining Sand Property on or about September 13, 2011 and took title to the Shining Sand Property through a Trustee's Deed upon Sale recorded in the Official Records on September 14, 2011 as instrument number 20110914-0001783.<sup>15</sup>

24. Sahara HOA later sold the Shining Sand Property to First 100 for valuable consideration on or about March 18, 2014. A Quitclaim Deed transferring title to the Shining Sand Property to First 100 was recorded in the Official Records on March 18, 2014 as instrument number 20140318-0002205.<sup>16</sup>

25. On or about April 10, 2015, First 100 agreed to sell the Shining Sand Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Shining Sand Property to Kal-Mor, which was recorded in the

<sup>12</sup> *Id.*, ¶¶ 24-25. A copy of this deed is attached hereto as Exhibit 5.

<sup>13</sup> *Id.*, ¶ 26. A copy of this deed is attached hereto as Exhibit 6.

<sup>14</sup> *Id.*, ¶ 30.

<sup>15</sup> *Id.*, ¶ 31. A copy of this deed is attached hereto as Exhibit 7.

<sup>16</sup> *Id.*, ¶ 32. A copy of this deed is attached hereto as Exhibit 8.

Official Records on April 13, 2015 as instrument number 20150413-0002986.<sup>17</sup>

***4921 Indian River Drive, #112, Las Vegas, Nevada 89103***

26. The real property located at 4921 Indian River Drive, #112, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-588 (the "4921 Indian River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Bella Vita Homeowners Association (the "Bella Vita HOA").<sup>18</sup>

27. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the 4921 Indian River Property on or about July 10, 2013 and caused the 4921 Indian River Property to be sold to First 100 for good and valuable consideration. A Deed of Sale conveying title to the 4921 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002749.<sup>19</sup>

28. On or about April 10, 2015, First 100 agreed to sell the 4921 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 4921 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002987.<sup>20</sup>

***5009 Indian River Drive, #155, Las Vegas, Nevada 89103***

29. The real property located at 5009 Indian River Drive, #155, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-639 (the "5009 Indian River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants,

<sup>17</sup> *Id.*, ¶ 33. A copy of this deed is attached hereto as Exhibit 9.

<sup>18</sup> *Id.*, ¶ 37.

<sup>19</sup> *Id.*, ¶¶ 38-39. A copy of this deed is attached hereto as Exhibit 10.

<sup>20</sup> *Id.*, ¶ 40. A copy of this deed is attached hereto as Exhibit 11.

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conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.<sup>21</sup>

30. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the 5009 Indian River Property on or about January 21, 2014 and took title to the 5009 Indian River Property through a Foreclosure Deed recorded in the Official Records on January 23, 2014 as instrument number 20140123-0002773.<sup>22</sup>

31. The Bella Vita HOA later sold the 5009 Indian River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002750.<sup>23</sup>

32. On or about April 10, 2015, First 100 agreed to sell the 5009 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 5009 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002988.<sup>24</sup>

***5295 Indian River Drive, #314, Las Vegas, Nevada 89103***

33. The real property located at 5295 Indian River Drive, #314, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-798 (the "5295 Indian River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.<sup>25</sup>

34. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the 5295 Indian River Property on or about December 26, 2013 and took title to the 5295 Indian River Property through a Foreclosure Deed recorded in the Official Records on December

<sup>21</sup> *Id.*, ¶ 44.

<sup>22</sup> *Id.*, ¶ 45. A copy of this deed is attached hereto as Exhibit 12.

<sup>23</sup> *Id.*, ¶ 46. A copy of this deed is attached hereto as Exhibit 13.

<sup>24</sup> *Id.*, ¶ 47. A copy of this deed is attached hereto as Exhibit 14.

<sup>25</sup> *Id.*, ¶ 51.

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30, 2013 as instrument number 20131230-0000172.<sup>26</sup>

35. The Bella Vita HOA later sold the 5295 Indian River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002747.<sup>27</sup>

36. On or about April 10, 2015, First 100 agreed to sell the 5295 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 5295 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002990.<sup>28</sup>

***4400 Sandy River Drive, #16, Las Vegas, Nevada 89103***

37. The real property located at 4400 Sandy River Drive #16, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-500 (the "Sandy River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.<sup>29</sup>

38. The Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the Sandy River Property on or about January 21, 2014 and took title to the Sandy River Property through a Foreclosure Deed recorded in the Official Records on January 23, 2014 as instrument number 20140123-0002775.<sup>30</sup>

39. The Bella Vita HOA later sold the Sandy River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the Sandy River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument

<sup>26</sup> *Id.*, ¶ 52. A copy of this deed is attached hereto as Exhibit 15.

<sup>27</sup> *Id.*, ¶ 53. A copy of this deed is attached hereto as Exhibit 16.

<sup>28</sup> *Id.*, ¶ 54. A copy of this deed is attached hereto as Exhibit 17.

<sup>29</sup> *Id.*, ¶ 58.

<sup>30</sup> *Id.*, ¶ 59. A copy of this deed is attached hereto as Exhibit 18.

number 20140716-0002748.<sup>31</sup>

40. On or about April 10, 2015, First 100 agreed to sell the Sandy River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Sandy River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002988.<sup>32</sup>

*5782 Camino Ramon Avenue, Las Vegas, Nevada 89156*

41. The real property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156 and described more particularly as APN 140-21-611-018 (the "Camino Ramon Property") and together with the Neva Ranch Property, the East Flamingo Property, the West Gary Property, the Shining Sand Property, the 4921 Indian River Property, the 5009 Indian River Property, the 5295 Indian River Property, and the Sandy River Property, the "Kal-Mor Properties") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Tierra Mesa Homeowners Association (the "Tierra Mesa HOA").<sup>33</sup>

42. The Tierra Mesa HOA foreclosed upon a lien for delinquent assessments levied against the Camino Ramon Property on or about October 27, 2010 and took title to the Camino Ramon Property through a Trustee's Deed upon Sale recorded in the Official Records on December 3, 2010 as instrument number 20101203-0002111.<sup>34</sup>

43. The Tierra Mesa HOA later sold the Camino Ramon Property to First 100 for good and valuable consideration on or about August 8, 2014. A Quitclaim Deed transferring title to the Camino Ramon Property to First 100 was recorded in the Official Records on August 11,

<sup>31</sup> *Id.*, ¶ 60. A copy of this deed is attached hereto as Exhibit 19.

<sup>32</sup> *Id.*, ¶ 61. A copy of this deed is attached hereto as Exhibit 20.

<sup>33</sup> *Id.*, ¶ 65.

<sup>34</sup> *Id.*, ¶ 66. A copy of this deed is attached hereto as Exhibit 21.



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2014 as instrument number 20140811-0000974.<sup>35</sup>

44. On or about April 6, 2015, First 100 agreed to sell the Camino Ramon Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Camino Ramon Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000741.<sup>36</sup>

45. Kal-Mor Had No Prior Knowledge or Notice of the Deeds of Trust. First 100 did not disclose to Kal-Mor at any time prior to its sale of any of the Kal-Mor Properties that First 100 had previously purported to pledge any of the Kal-Mor Properties as collateral for the Omni Loan under any of the Deeds of Trust.<sup>37</sup>

46. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired at the time it purchased the Kal-Mor Properties.<sup>38</sup>

47. At the time of purchase, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge any of the Kal-Mor Properties as collateral for the Omni Loan, or that Omni claimed a security interest in any of the Kal-Mor Properties.<sup>39</sup>

#### The First 100 Action

48. In late 2015, First 100 fell delinquent in its payment obligations under Omni Loan. As a result, on January 8, 2016, Omni issued a Notification of Disposition of Collateral in which it identified the personal property Omni believed to be subject to its security interest and scheduled a sale of the collateral to take in accordance with NRS Chapter 104 on January 21, 2016 (the "UCC Sale").<sup>40</sup>

49. On January 15, 2016, First 100 filed a complaint in the Eighth Judicial District

<sup>35</sup> *Id.*, ¶ 67. A copy of this deed is attached hereto as Exhibit 22.

<sup>36</sup> *Id.*, ¶ 68. A copy of this deed is attached hereto as Exhibit 23.

<sup>37</sup> *Id.*

<sup>38</sup> *Id.*

<sup>39</sup> *Id.*

<sup>40</sup> *Id.*, ¶ 72.

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1 Court in Clark County, Nevada (Case No. A-16-730374-C) (the "First 100 Action") in which it  
 2 asserted various claims against Omni and sought an injunction to prevent Omni from proceeding  
 3 with the UCC Sale. On January 18, 2016, Omni removed the First 100 Action to the United  
 4 States District Court for the District of Nevada (the "District Court") (Case No. 2:16-cv-  
 5 00099).<sup>41</sup>

6 50. After several months of litigation in the First 100 Action, Omni completed the  
 7 UCC Sale on May 25, 2016 and purchased certain First 100 personal property that had been  
 8 pledged as collateral for the Omni Loan under the Security Agreement through a successful  
 9 credit bid.<sup>42</sup>

10 51. Various disputes subsequently arose between First 100 and Omni as to, among  
 11 other things, the outstanding balance of the Omni Loan, the reasonableness of the UCC Sale, the  
 12 value of the personal property purchase by Omni through the UCC Sale, and First 100's liability  
 13 for any remaining balance of the Omni Loan.<sup>43</sup>

14 52. After several additional months of litigation in the First 100 Action, Omni and  
 15 First 100 reached an agreement to resolve their various disputes and entered into a written  
 16 settlement agreement (the "First 100 Settlement").

17 53. Under the First 100 Settlement, First 100 and Omni released all claims related to  
 18 the First 100 Action and First 100's default and breach of its obligations under the Omni loan,  
 19 reserving only the rights of the parties to enforce the First 100 Settlement.<sup>44</sup>

20 54. In connection with the First 100 Settlement, the District Court entered a  
 21 Stipulated Judgment on February 16, 2017 in the First 100 Action through which it entered final  
 22 judgment in favor of Omni and against First 100 in the amount of \$4.8 million for the remaining  
 23 balance of the Omni Loan (the "First 100 Judgment") and dismissed all claims, counterclaims,  
 24 and third-party claims asserted in the First 100 Action with prejudice, reserving only the rights of

25 <sup>41</sup> *Id.*, ¶ 73.

26 <sup>42</sup> *Id.*, ¶ 74.

27 <sup>43</sup> *Id.*, ¶ 76.

28 <sup>44</sup> *Id.*, ¶ 78.

1 the parties to enforce the First 100 Settlement.<sup>45</sup>

2 **Omni's Attempts to Enforce the Deeds of Trust**

3 55. Kal-Mor maintains and operates the Kal-Mor Properties as residential rental  
4 properties.<sup>46</sup>

5 56. Beginning on or about September 29, 2016, Omni began making demands upon  
6 tenants occupying the Kal-Mor Properties for payment of rent Omni claimed to be entitled to  
7 collect pursuant to various assignments of rents contained within the Deeds of Trust.<sup>47</sup>

8 57. Notwithstanding the subsequent entry of the First 100 Judgment, Omni continues  
9 to make demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni  
10 claims to be entitled to collect pursuant to various assignments of rents contained within the  
11 Deeds of Trust.<sup>48</sup>

12 58. Omni has collected in excess of \$5,000 in rent rightfully owed to Kal-Mor from  
13 tenants occupying the Kal-Mor Properties.<sup>49</sup>

14 59. On May 15, 2017, Omni caused a Notice of Breach and Election to Sell under  
15 Deeds of Trust (the "Notice of Default") to be recorded in the Official Records against the Kal-  
16 Mor Properties as instrument number 20140515-0000474.<sup>50</sup>

17 60. Under the Notice of Default, Omni claims to be legally entitled to cause the Kal-  
18 Mor Properties to be sold through non-judicial foreclosure pursuant to the Deeds of Trust to  
19 satisfy the outstanding balance of the Omni Loan.<sup>51</sup>

20 61. Omni intends to cause the Kal-Mor Properties to be sold through non-judicial  
21 foreclosure sales pursuant to the Deeds of Trust and to retain the proceeds and benefits of such  
22

23 <sup>45</sup> *Id.*, ¶ 79. A copy of the First 100 Judgment is attached hereto as Exhibit 24.

24 <sup>46</sup> *Id.*, ¶ 80.

25 <sup>47</sup> *Id.*, ¶ 81. A copy of one such demand is attached hereto as Exhibit 25.

26 <sup>48</sup> *Id.*, ¶ 82.

27 <sup>49</sup> *Id.*, ¶ 83.

28 <sup>50</sup> *Id.*, ¶ 85. A copy of the Notice of Default is attached hereto as Exhibit 26.

<sup>51</sup> *Id.*, ¶ 86.

1 sales.<sup>52</sup>

2 62. On August 15, 2017, Omni caused a Notice of Trustee's Sale scheduling a non-  
3 judicial foreclosure sale of the Kal-Mor Properties for September 12, 2017 to be recorded in the  
4 Official Records against the Kal-Mor Properties as instrument number 20170815-0000144.<sup>53</sup>

### 5 III. LEGAL ARGUMENT

#### 6 A. INJUNCTIVE RELIEF IS NECESSARY TO PRESERVE THE STATUS QUO.

7 Preliminary injunctions are available to preserve the status quo pending the resolution of  
8 the underlying dispute on the merits. *Leonard v. Stoebling*, 102 Nev. 543, 782 P.2d 1358 (1986).  
9 To obtain an injunction, "the moving party must show that there is a likelihood of success on the  
10 merits and that the nonmoving party's conduct, should it continue, would cause irreparable harm  
11 for which there is no adequate remedy at law." *Dep't of Conservation & Nat. Res., Div. of Water*  
12 *Res. v. Foley*, 121 Nev. 77, 80, 109 P.3d 760, 762 (2005); *University Sys. v. Nevadans for Sound*  
13 *Gov't*, 120 Nev. 712, 721, 100 P.3d 179, 187 (2004); *Dangberg Holdings v. Douglas Co.*, 115  
14 Nev. 129, 142, 978 P.2d 311, 319 (1999).

15 As early as 1865, the Nevada Supreme Court recognized the utility of preliminary  
16 injunctions in cases where there is a "threatened injury." *Champion v. Sessions*, 1 Nev. 478  
17 (1865). While it is true that a party with an adequate remedy at law cannot face an "irreparable  
18 injury" (see e.g., *Number One Rent-A-Car v. Ramada Inns, Inc.*, 94 Nev. 779, 587 P.2d 1329  
19 (1978)), the Nevada Supreme Court has held that where the adequacy of a remedy at law is  
20 unclear, injunctive relief should be granted. *Ripps v. City of Las Vegas*, 72 Nev. 135, 297 P.2d  
21 258 (1956). Further, the existence of a remedy at law will not preclude an injunction where the  
22 equitable remedy is "far superior" to the legal remedy. *Nevada Escrow Services v. Crockett*, 91  
23 Nev. 201, 209, 533 P.2d 471, 478 (1975). Acts committed without just cause which  
24 unreasonably interfere with a business are sufficient to justify the issuance of an injunction.  
25 *Sobol v. Capital Mgmt. Consultants*, 102 Nev. 444, 726 P.2d 335 (1986) (alleged usurpation of  
26

27 <sup>52</sup> *Id.*, ¶ 87.

28 <sup>53</sup> A copy of the Notice of Trustee's sale is attached hereto as Exhibit 27.

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business name which interfered with a legitimate business by creating public confusion, infringing on goodwill, and damaging reputation in the eyes of creditors sufficient to warrant the issuance of an injunction).

As explained below, the security interests on which Omni seeks to foreclose were extinguished when the First 100 Judgment was entered on February 16, 2017. As a result, Kal-Mor holds legal title to and ownership of the Kal-Mor Properties free and clear of any security interest or other lien Omni could assert based upon the Omni Loan or the Deeds of Trust. Allowing Omni to proceed with its sham foreclosure would unjustly deprive Kal-Mor of its lawful rights and interests in the Kal-Mor Properties. Omni has no right to foreclose on the Kal-Mor Properties or to otherwise interfere with Kal-Mor's quiet enjoyment of the Kal-Mor Properties.

#### **B. KAL-MOR WILL PREVAIL ON THE MERITS.**

A preliminary injunction is available upon a showing that the party seeking injunctive relief enjoys a "reasonable probability" of success on the merits. *Christensen v. Chromalloy American Corp.*, 99 Nev. 34, 656 P.2d 844 (1983). To establish a likelihood of success on the merits, a moving party need only show a reasonable chance of success on its underlying claims. *See Christensen v. Chromalloy Am. Corp.*, 99 Nev. 34, 656 P.2d 844 (1983).

##### 1. The Deeds of Trust Were Discharged Under the One-Action Rule.

The \$4.8 million First 100 Judgment was entered on February 16, 2017 on the unpaid balance of the Omni Loan. Pursuant to Nevada's one-action rule, the entry of the First 100 Judgment extinguished any security interest or lien Omni could have claimed against the Kal-Mor Properties. Consequently, Omni has no remaining power to foreclose on the Kal-Mor Properties under the Deeds of Trust.

NRS 40.430 is commonly referred to as Nevada's "one-action rule." *Walters v. Eighth Judicial Dist. Court*, 127 Nev. 723, 725, 263 P.3d 231, 232 (2011). "The one-action rule provides that "there may be but one action for the recovery of any debt, or for the enforcement of any right secured by a mortgage or other lien upon real estate." *Hefetz v. Beavor*, 397 P.3d 472 (Nev. 2017) (quoting NRS 40.430). The one-action rule prohibits a creditor from "first

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1 seeking the personal recovery and then attempting, in an additional suit, to recover against the  
 2 collateral.” *Id.* at 476 (quoting *Bonicamp v. Vazquez*, 120 Nev. 377, 383, 91 P.3d 584, 587  
 3 (2004)). Specifically, NRS 40.435 provides that where a creditor brings an action in violation of  
 4 NRS 40.430, “entry of a final judgment releases and discharges the mortgage or lien.” NRS  
 5 40.435(3) (2017).

6 “If the creditor sues the debtor personally on the debt, the debtor may then either assert  
 7 the one-action rule, forcing the creditor to proceed against the security first before seeking a  
 8 deficiency from the debtor, or decline to assert the one-action rule, accepting a personal  
 9 judgment and depriving the creditor of its ability to proceed against the security.” *Hefetz*, 397  
 10 P.3d at 476 (citations omitted). “The right to waive the security is the debtor’s, not the  
 11 creditor’s.” *Keever v. Nicholas Beers Co.*, 96 Nev. 509, 513, 611 P.2d 1079, 1082 (1980).

12 Once the one-action rule’s protections have been waived by a debtor and final judgment  
 13 has been entered on the debt, the debtor or a successor-in-interest in the real property collateral  
 14 “may prohibit the creditor from proceeding against the security.” *Hefetz*, 397 P.3d at 478 (citing  
 15 *Bonicamp*, 120 Nev. at 382, 91 P.3d at 587); *see also Nev. Wholesale Lumber Co. v. Myers*  
 16 *Realty, Inc.*, 92 Nev. 24, 30, 544 P.2d 1204, 1208 (1976) (“[F]ailure to assert NRS 40.430 as an  
 17 affirmative defense [in a separate action brought in violation of NRS 40.430] does not result in a  
 18 waiver of all protection under that statute and leaves the debtor or his successor in interest free to  
 19 invoke the sanction aspect of the ‘one-action’ rule.”).

20 In *Bonicamp*, for example, the debtors gave a creditor a deed of trust on a real property  
 21 located in Nevada as collateral for a bail bond obligation in Colorado. *Bonicamp*, 120 Nev. at  
 22 379, 91 P.3d at 585. When the debtors later defaulted on the obligation under the bail bond, the  
 23 creditor obtained a default judgment against the debtors in Colorado. *Id.* Shortly thereafter, the  
 24 creditor domesticated the Colorado judgment in Nevada and commenced a separate Nevada  
 25 action for judicial foreclosure against the real property collateral. *Id.* On these facts, the Nevada  
 26 Supreme Court held that, under Nevada’s one-action rule, the creditor forfeited its rights in the  
 27 real property collateral by first obtaining a personal judgment against the debtors. *Id.* at 380, 91  
 28 P.3d at 586.

1 Omni intentionally sought and obtained a final judgment against First 100 for the unpaid  
 2 balance of the Omni Loan. The impact of the one-action rule on such facts is clear. Where a  
 3 creditor, such as Omni, obtains a judgment against a borrower on the debt before foreclosing,  
 4 that creditor forever loses the right to foreclose against real property securing the debt.

5 2. The Entry of the First 100 Judgment Was Undoubtedly "an Action" under  
 6 NRS 40.430.

7 It would be absurd to argue for Omni to argue that the entry of the First 100 Judgment  
 8 was not "an action" under NRS 40.430. Obtaining a judgment on a promissory note is the very  
 9 essence of "an action" under Nevada's one-action rule. In fact, Nevada's one-action rule was  
 10 purposely designed to prevent creditors from obtaining a judgment on a promissory note, as  
 11 Omni did in obtaining the First 100 Judgment, and then attempt to foreclose on the underlying  
 12 real property collateral, as Omni is now attempting to do. "The one-action rule was enacted to  
 13 prevent double recovery by creditors ... The purpose of the rule is to relieve debtors of  
 14 harassment by creditors seeking to recover both possession of the property securing the debt, and  
 15 a full money judgment on the debt." *Hart v. Hart*, 50 B.R. 956, 960 (Bankr. D. Nev 1985)  
 16 (citation omitted).

17 In *Bonicamp*, the Nevada Supreme Court firmly rejected the creditor's argument that the  
 18 default judgment obtained in Colorado was not "an action" for purposes of NRS 40.430, finding  
 19 that the act of seeking and obtaining a default judgment in Colorado was "an action" under the  
 20 statute notwithstanding the fact that the credit had made no previous effort to collect. *Bonicamp*,  
 21 120 Nev. at 380-81, 91 P.3d at 586. The Court also chose to narrowly construe the exceptions to  
 22 the one-action rule set forth in NRS 40.430(6), finding such exceptions applied only to the acts  
 23 specifically enumerated therein. *Id.*

24 The fact that the First 100 was entered as part of a voluntary settlement between Omni  
 25 and First 100 is irrelevant. There is no dispute that that the \$4.8 million First 100 Judgment was  
 26 entered in Omni's favor, nor is there any dispute that the First 100 Judgment is a final judgment  
 27 that fully resolved the First 100 Action. Omni cannot now double its recover by also foreclosing  
 28 on the Kal-Mor Properties. See *Nevada Wholesale Lumber Company v. Myers Realty*, 92 Nev.

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24; 544 P.2d 1204 (1976) (holding that when a secured party failed to exhaust security before taking judgment on the underlying debt, it triggered the sanction aspect the one-action rule and discharged all security interests in the real property collateral).

3. Kal-Mor Is Entitled to an Order Quieting Title to the Kal-Mor Properties.

“An action may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action, for the purpose of determining such adverse claim.” NRS 40.010; *see also Howell v. Ricci*, 124 Nev. 1222, 1224, 197 P.3d 1044, 1046 n.1 (2008) (a quiet title action is the proper method by which to adjudicate disputed ownership of real property rights). For the reasons set forth above, any security interest or lien Omni may have held in the Kal-Mor Properties was discharged and released upon the entry of the First 100 Judgment. As such, Kal-Mor is entitled to determination from this Court finding that the Deeds of Trust have been discharged and that Omni holds no further right, claim, or interest in any of the Kal-Mor Properties.

**C. OMNI'S PLANNED FORECLOSURE WILL RESULT IN IRREPARABLE HARM.**

Irreparable harm is an injury “for which compensatory damage is an inadequate remedy.” *Dixon v. Thatcher*, 103 Nev. 414, 415, 742 P.2d 1029, 1029 (1987). “[R]eal property and its attributes are considered unique and loss of real property rights generally results in irreparable harm.” *Id.* at 1030. Additionally, “acts committed without just cause which unreasonably interfere with a business or destroy its credit or profits, may do an irreparable injury and thus authorize issuance of an injunction.” *Sobol v. Capital Mgmt. Consultants, Inc.*, 726 P.2d 335, 337 (Nev. 1986).

Speaking specifically to a request to enjoin a non-judicial foreclosure under a deed of trust, the Nevada Supreme Court has held that a preliminary injunction should issue because “the equitable remedy is so far superior that the legal remedy may be rendered inadequate.” *Nevada Escrow Service, Inc. v. Crockett*, 91 Nev. 201, 203, 533 P.2d 471, 472 (1975) (citing *Czipott v. Fleigh*, 87 Nev. 496, 499, 489 P.2d 681, 683 (1971)). Omni’s planned foreclosure threatens to deprive Kal-Mor of the real properties rights and interests it purchased from First 100 without

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1 any actual knowledge of Omni's claims against the Kal-Mor Properties.

2 Kal-Mor is maintaining and operating the Kal-Mor Properties as residential rental  
 3 properties and is paying property taxes, HOA assessments, and other charges that could become  
 4 liens as they come due. Should Omni be allowed to foreclose, it will likely seek to take  
 5 immediate possession of the Kal-Mor Properties at which point Kal-Mor would lose all control  
 6 over their maintenance and care. Considering that Omni has no realistic chance of ultimately  
 7 prevailing in this action in light of its clear violation of the one-action rule, Omni would have  
 8 little incentive to invest in the maintenance or care of the Kal-Mor Properties should they  
 9 temporarily fall into Omni's possession as a result of the planned foreclosure. Returning  
 10 possession of the Kal-Mor Properties to Kal-Mor at the conclusion of this litigation in whatever  
 11 state they may exist at that time is obviously not an adequate remedy. Furthermore, allowing  
 12 Omni to foreclose would unnecessarily disrupt and interfere with Kal-Mor's business  
 13 relationships with the tenants that occupy the Kal-Mor Properties.

14 **D. A BALANCING OF THE INTEREST OF THE PARTIES FAVORS**  
 15 **INJUNCTIVE RELIEF.**

16 In deciding whether to grant injunctive relief, the Court may weigh the relative interests  
 17 of the parties. In other words, the Court can consider how much damage the party seeking an  
 18 injunction is likely to suffer if restraint is denied versus the hardship to the non-moving party if  
 19 the injunction is granted. *Home Finance Co. v. Balcom*, 61 Nev. 301, 127 P.2d 389 (1942);  
 20 *Ottenheimer v. Real Estate Division*, 91 Nev. 338, 535 P.2d 1284 (1975).

21 Here, the balancing of interests clearly and unequivocally favors Kal-Mor as the  
 22 irreparable harm it stands to suffer far outweighs any hypothetical hardship to Omni resulting  
 23 from an injunction preventing it from completing the non-judicial foreclosure sales of the Kal-  
 24 Mor Properties. Omni has already obtained a final judgment in the Omni Loan in the amount of  
 25 \$4.8 million in addition to other benefits under the First 100 Settlement. Moreover, as a result  
 26 of the entry of the First 100 Judgment, the one-action rule plainly extinguished any security  
 27 interest Omni can claim in the Kal-Mor Properties under the Deeds of Trust. Enjoining Omni  
 28 from attempting to enforce foreclosure rights that clearly do not exist would not impose any

1 hardship.

2 **E. ANY BOND REQUIRED AS A CONDITION OF INJUNCTIVE RELIEF**  
 3 **SHOULD BE MINIMAL.**

4 NRCP 65 requires a party seeking an injunction to post security, as deemed proper by the  
 5 court, for actual costs and damages that might be incurred by a party who was "wrongfully  
 6 enjoined or restrained." The security provided need not include costs that are not the "actual,  
 7 natural, and proximate result" of a wrongful injunction. *Am. Bonding Co. v. Roggen Enterprises*,  
 8 109 Nev. 588, 591, 854 P.2d 868, 870 (1993) (citing *Brown v. Jones*, 5 Nev. 374, 377 (1870)  
 9 (*disapproved of on other grounds by Sandy Valley Associates v. Sky Ranch Estates Owners*  
 10 *Ass'n*, 117 Nev. 948, 35 P.3d 964 (2001)).

11 Omni stands to suffer no actual harm as a result of being enjoined from foreclosing on the  
 12 Kal-Mor Properties. As set forth above, Omni's claimed security interests under the Deeds of  
 13 Trust have been waived and discharged pursuant to the one-action rule. Moreover, Omni is  
 14 already well-protected against any possible loss resulting from the delay of its foreclosure sale by  
 15 the \$4.8 million First 100 Judgement.

16 **IV. CONCLUSION**

17 In summary, immediate injunctive relief is necessary to prevent Omni from causing  
 18 irreparable harm to Kal-Mor title, rights, and interests in the Kal-Mor Properties as well as Kal-  
 19 Mor's business relationships with the tenants that occupy the Kal-Mor Properties. An injunction  
 20 preventing Omni from immediately foreclosing under the Deeds of Trust, which are no longer  
 21 valid, is necessary to prevent such harm and to preserve the status quo during this litigation.

22 Accordingly, Kal-Mor respectfully request that the Court enter a Temporary Restraining  
 23 Order in substantially the same form as Exhibit 28 attached hereto (i) enjoining Omni from  
 24 making any further attempt to enforce the Deeds of Trust against any of the Kal-Mor Properties,  
 25 (ii) requiring that Omni immediately cancel and rescind the Notice of Sale, and (iii) order that Omni  
 26 refrain from contacting or attempting to collect rent from any of the tenants that occupy the Kal-  
 27 Mor Properties.

28 Finally, Kal-Mor request that the Court enter an Order to Show Cause requiring that

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1 Omni appear and show good cause as to why a preliminary injunction of substantially the same  
2 scope and effect as the Temporary Restraining Order requested herein should not be entered  
3 against it.

4 DATED this 18<sup>th</sup> day of August, 2017.

5 **KOLESAR & LEATHAM**

6 

7 **BART K. LARSEN, ESQ.**

8 Nevada Bar No. 8538

9 **ERIC D. WALTHER, ESQ.**

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12 Las Vegas, Nevada 89145

13 *Attorneys for Plaintiff*

14 *Kal-Mor-USA, LLC*

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**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Kolesar & Leatham, and that on the 18<sup>th</sup> day of August, 2017, I caused to be served a copy of foregoing PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE AND EX-PARTE APPLICATION FOR ORDER SHORTENING TIME in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by that court's facilities to those parties listed on the Court's Master Service List.

  
An Employee of KOLESAR & LEATHAM

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*Attorneys for Plaintiff*  
*Kal-Mor-USA, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

\* \* \*

KAL-MOR-USA, LLC, a Nevada limited  
liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; FIRST 100, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROE ENTITIES I through X, inclusive,

Defendants.

CASE NO. A-17-757061-C

DEPARTMENT NO. 18

**DECLARATION OF GREG DARROCH**

I, Greg Darroch, hereby declare as follows:

1. I am over the age of 18, I have personal knowledge of the matters set forth herein  
except as to those matters stated on information and belief, which I believe to be true, and I am  
competent to testify to the matters set forth herein.

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1           2. I am a member and manager of Kal-Mor-USA, LLC ("Kal-Mor"), which is  
2 Nevada limited liability company.

3           3. I am informed and believe that on May 27, 2014, Defendant First 100, LLC  
4 ("First 100") and Omni Financial, LLC ("Omni") entered into a Loan Agreement under which  
5 Omni agreed to loan up to \$5,000,000 to First 100 (the "Omni Loan").

6           4. I am informed and believe that the Omni Loan was secured by a Security  
7 Agreement dated May 27, 2014 (the "Security Agreement") under which First 100 pledged  
8 certain real and personal property as collateral for the Omni Loan.

9           5. I am informed and believe that, among other things, the collateral purportedly  
10 pledged pursuant to the Security Agreement was evidenced by (i) a Deed of Trust dated May 27,  
11 2014 (the "May 2014 Deed of Trust"), (ii) a Deed of Trust dated June 17, 2014 (the "June 2014  
12 Deed of Trust"), and a Deed of Trust dated August 21, 2014 (the "August 2014 Deed of Trust")  
13 and together with the May 2014 Deed of Trust and June 2014 Deed of Trust, the "Deeds of  
14 Trust").

15           6. Both individually and through Kal-Mor and other entities, I have been involved in  
16 several business transactions with First 100 over the past few years. However, I had no  
17 involvement whatsoever in the negotiation, drafting, or execution of the Omni Loan, the Security  
18 Agreement, or the Deeds of Trust. Kal-Mor did not receive any proceeds from the Omni Loan  
19 and owes no indebtedness to Omni in connection with the Omni Loan or otherwise.

20                           **The Purchase of the Kal-Mor Properties**

21           7. I am informed and believe that, First 100's primary business operations involve  
22 the purchase and sale of residential real properties in Clark County, Nevada that are acquired by  
23 First 100 through homeowners association foreclosure sales conducted pursuant to the provisions  
24 of Chapter 116 of Nevada Revised Statutes.

25           8. During 2014 and 2015, Kal-Mor purchased several such properties from First  
26 100, including the nine (9) real properties discussed below that are the subject of this action.

27                           ***1217 Neva Ranch Avenue, North Las Vegas, Nevada 89081***

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1           9.       The real property located at 1217 Neva Ranch Avenue, North Las Vegas, Nevada  
2 and described more particularly as APN 124-26-311-029 (the "Neva Ranch Property") is owned  
3 by Kal-Mor and is located within a common interest community created pursuant to Chapter 116  
4 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions  
5 associated therewith, including membership in the unit-owners' association commonly known as  
6 the Creekside III Homeowners Association (the "Creekside III HOA").

7           10.       I am informed and believe that the Creekside III HOA foreclosed upon a lien for  
8 delinquent assessments levied against the Neva Ranch Property on or about May 4, 2013 and  
9 caused the Nevada Ranch Property to be sold to First 100 for good and valuable consideration.

10           11.       A Foreclosure Deed upon Sale conveying title to the Neva Ranch Property to First  
11 100 was recorded in the official records of the Clark County, Nevada Recorder (the "Official  
12 Records") on May 7, 2013 as instrument number 20130507-0003557. A true and correct copy of  
13 this deed is attached hereto as Exhibit 1.

14           12.       On or about April 6, 2015, First 100 agreed to sell the Neva Ranch Property to  
15 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
16 Deed of Sale conveying title to the Neva Ranch Property to Kal-Mor, which was recorded in the  
17 Official Records on April 9, 2015 as instrument number 20150409-0000740. A true and correct  
18 copy of this deed is attached hereto as Exhibit 2.

19           13.       First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
20 had previously purported to pledge the Neva Ranch Property as collateral for the Omni Loan  
21 under the May 2014 Deed of Trust.

22           14.       To the contrary, at the time of the sale First 100 represented that it was  
23 transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Neva Ranch  
24 Property from the Creekside III HOA under the Foreclosure Deed upon Sale recorded on May 7,  
25 2013.

26           15.       At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
27 Deeds of Trust, that First 100 had purported to pledge the Neva Ranch Property as collateral for  
28 the Omni Loan, or that Omni claimed a security interest in the Neva Ranch Property.

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***230 East Flamingo Road, #330, Las Vegas, Nevada 89169***

16. The real property located at 230 East Flamingo Road, #330, Las Vegas, Nevada 89169 and described more particularly as APN 162-16-810-355 (the "East Flamingo Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Meridian Private Residences Homeowners Association (the "Meridian HOA").

17. I am informed and believe that the Meridian HOA foreclosed upon a lien for delinquent assessments levied against the East Flamingo Property on or about July 13, 2013 and caused the East Flamingo Property to be sold to First 100 for good and valuable consideration.

18. A Foreclosure Deed upon Sale conveying title to the East Flamingo Property to First 100 was recorded in the Official Records on July 16, 2013 as instrument number 20130716-0002104. A true and correct copy of this deed is attached hereto as Exhibit 3.

19. On or about April 9, 2015, First 100 agreed to sell the East Flamingo Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the East Flamingo Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000739. A true and correct copy of this deed is attached hereto as Exhibit 4.

20. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the East Flamingo Property as collateral for the Omni Loan under the May 2014 Deed of Trust.

21. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the East Flamingo Property from the Meridian HOA under the Foreclosure Deed upon Sale recorded on July 16, 2013.



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22. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the East Flamingo Property as collateral for the Omni Loan, or that Omni claimed a security interest in the East Flamingo Property.

*2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123*

23. The real property located at 2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123 and described more particularly as APN 177-20-813-127 (the "West Gary Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Southgate Condominium Unit-Owners' (the "Southgate HOA").

24. I am informed and believe that the Southgate HOA foreclosed upon a lien for delinquent assessments levied against the West Gary Property on or about May 4, 2013 and caused the West Gary Property to be sold to First 100 for good and valuable consideration.

25. A Foreclosure Deed upon Sale conveying title to the West Gary Property to First 100 was recorded in the Official Records on May 7, 2013 as instrument number 20130507-0003558. A true and correct copy of this deed is attached hereto as Exhibit 5.

26. On or about April 9, 2015, First 100 agreed to sell the West Gary Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the West Gary Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000742. A true and correct copy of this deed is attached hereto as Exhibit 6.

27. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the West Gary Property as collateral for the Omni Loan under the May 2014 Deed of Trust.

28. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the West Gary Property from the Southgate HOA under the Foreclosure Deed upon Sale recorded on May 7, 2013.

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1           29. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
2 Deeds of Trust, that First 100 had purported to pledge the West Gary Property as collateral for  
3 the Omni Loan, or that Omni claimed a security interest in the West Gary Property.

4                     ***6575 Shining Sand Avenue, Las Vegas, Nevada 89142***

5           30. The real property located at 6575 Shining Sand Avenue, Las Vegas, Nevada  
6 89142 and described more particularly as APN 161-10-511-072 (the "Shining Sand Property") is  
7 owned by Kal-Mor and is located within a common interest community created pursuant to  
8 Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and  
9 restrictions associated therewith, including membership in the unit-owners' association  
10 commonly known as the Sahara Sunrise Homeowners Association (the "Sahara HOA").

11           31. I am informed and believe that the Sahara HOA foreclosed upon a lien for  
12 delinquent assessments levied against the Shining Sand Property on or about September 13, 2011  
13 and took title to the Shining Sand Property through a Trustee's Deed upon Sale recorded in the  
14 Official Records on September 14, 2011 as instrument number 20110914-0001783. A true and  
15 correct copy of this deed is attached hereto as Exhibit 7.

16           32. I am informed and believe that the Sahara HOA later sold the Shining Sand  
17 Property to First 100 for valuable consideration on or about March 18, 2014. A Quitclaim Deed  
18 transferring title to the Shining Sand Property to First 100 was recorded in the Official Records  
19 on March 18, 2014 as instrument number 20140318-0002205. A true and correct copy of this  
20 deed is attached hereto as Exhibit 8.

21           33. On or about April 10, 2015, First 100 agreed to sell the Shining Sand Property to  
22 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
23 Deed of Sale conveying title to the Shining Sand Property to Kal-Mor, which was recorded in the  
24 Official Records on April 13, 2015 as instrument number 20150413-0002986. A true and correct  
25 copy of this deed is attached hereto as Exhibit 9.

26           34. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
27 had previously purported to pledge the Shining Sand Property as collateral for the Omni Loan  
28 under the May 2014 Deed of Trust.

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1 35. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
2 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Shining  
3 Sand Property from the Sahara HOA under the Quitclaim Deed recorded on March 18, 2014.

4 36. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
5 Deeds of Trust, that First 100 had purported to pledge the Shining Sand Property as collateral for  
6 the Omni Loan, or that Omni claimed a security interest in the Shining Sand Property.

7 ***4921 Indian River Drive, #112, Las Vegas, Nevada 89103***

8 37. The real property located at 4921 Indian River Drive, #112, Las Vegas, Nevada  
9 89103 and described more particularly as APN 163-24-612-588 (the "4921 Indian River  
10 Property") is owned by Kal-Mor and is located within a common interest community created  
11 pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants,  
12 conditions, and restrictions associated therewith, including membership in the unit-owners'  
13 association commonly known as the Bella Vita Homeowners Association (the "Bella Vita  
14 HOA").

15 38. I am informed and believe that the Bella Vita HOA foreclosed upon a lien for  
16 delinquent assessments levied against the 4921 Indian River Property on or about July 10, 2013  
17 and caused the 4921 Indian River Property to be sold to First 100 for good and valuable  
18 consideration.

19 39. A Deed of Sale conveying title to the 4921 Indian River Property to First 100 was  
20 recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002749. A  
21 true and correct copy of this deed is attached hereto as Exhibit 10.

22 40. On or about April 10, 2015, First 100 agreed to sell the 4921 Indian River  
23 Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100  
24 executed a Deed of Sale conveying title to the 4921 Indian River Property to Kal-Mor, which  
25 was recorded in the Official Records on April 13, 2015 as instrument number 20150413-  
26 0002987. A true and correct copy of this deed is attached hereto as Exhibit 11.

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1 41. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
2 had previously purported to pledge the 4921 Indian River Property as collateral for the Omni  
3 Loan under the June 2014 Deed of Trust.

4 42. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
5 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 4921  
6 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16,  
7 2014.

8 43. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
9 Deeds of Trust, that First 100 had purported to pledge the 4921 Indian River Property as  
10 collateral for the Omni Loan, or that Omni claimed a security interest in the 4921 Indian River  
11 Property.

12 ***5009 Indian River Drive, #155, Las Vegas, Nevada 89103***

13 44. The real property located at 5009 Indian River Drive, #155, Las Vegas, Nevada  
14 89103 and described more particularly as APN 163-24-612-639 (the "5009 Indian River  
15 Property") is owned by Kal-Mor and is located within a common interest community created  
16 pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants,  
17 conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.

18 45. I am informed and believe that the Bella Vita HOA foreclosed upon a lien for  
19 delinquent assessments levied against the 5009 Indian River Property on or about January 21,  
20 2014 and took title to the 5009 Indian River Property through a Foreclosure Deed recorded in the  
21 Official Records on January 23, 2014 as instrument number 20140123-0002773. A true and  
22 correct copy of this deed is attached hereto as Exhibit 12.

23 46. I am informed and believe that the Bella Vita HOA later sold the 5009 Indian  
24 River Property to First 100 for good and valuable consideration on or about July 10, 2014. A  
25 Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the  
26 Official Records on July 16, 2014 as instrument number 20140716-0002750. A true and correct  
27 copy of this deed is attached hereto as Exhibit 13.

28

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47. On or about April 10, 2015, First 100 agreed to sell the 5009 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 5009 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002988. A true and correct copy of this deed is attached hereto as Exhibit 14.

48. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the 5009 Indian River Property as collateral for the Omni Loan under the June 2014 Deed of Trust.

49. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 5009 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16, 2014.

50. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the 5009 Indian River Property as collateral for the Omni Loan, or that Omni claimed a security interest in the 5009 Indian River Property.

***5295 Indian River Drive, #314, Las Vegas, Nevada 89103***

51. The real property located at 5295 Indian River Drive, #314, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-798 (the "5295 Indian River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.

52. I am informed and believe that the Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the 5295 Indian River Property on or about December 26, 2013 and took title to the 5295 Indian River Property through a Foreclosure Deed recorded in the Official Records on December 30, 2013 as instrument number 20131230-0000172. A true and correct copy of this deed is attached hereto as Exhibit 15.

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53. I am informed and believe that the Bella Vita HOA later sold the 5295 Indian River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002747. A true and correct copy of this deed is attached hereto as Exhibit 16.

54. On or about April 10, 2015, First 100 agreed to sell the 5295 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 5295 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002990. A true and correct copy of this deed is attached hereto as Exhibit 17.

55. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the 5295 Indian River Property as collateral for the Omni Loan under the June 2014 Deed of Trust.

56. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 5295 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16, 2014.

57. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the 5295 Indian River Property as collateral for the Omni Loan, or that Omni claimed a security interest in the 5295 Indian River Property.

***4400 Sandy River Drive, #16, Las Vegas, Nevada 89103 (APN 163-24-612-500)***

58. The real property located at 4400 Sandy River Drive #16, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-500 (the "Sandy River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.

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1           59. I am informed and believe that the Bella Vita HOA foreclosed upon a lien for  
2 delinquent assessments levied against the Sandy River Property on or about January 21, 2014  
3 and took title to the Sandy River Property through a Foreclosure Deed recorded in the Official  
4 Records on January 23, 2014 as instrument number 20140123-0002775. A true and correct copy  
5 of this deed is attached hereto as Exhibit 18.

6           60. I am informed and believe that the Bella Vita HOA later sold the Sandy River  
7 Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of  
8 Sale transferring title to the Sandy River Property to First 100 was recorded in the Official  
9 Records on July 16, 2014 as instrument number 20140716-0002748. A true and correct copy of  
10 this deed is attached hereto as Exhibit 19.

11           61. On or about April 10, 2015, First 100 agreed to sell the Sandy River Property to  
12 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
13 Deed of Sale conveying title to the Sandy River Property to Kal-Mor, which was recorded in the  
14 Official Records on April 13, 2015 as instrument number 20150413-0002988. A true and correct  
15 copy of this deed is attached hereto as Exhibit 20.

16           62. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
17 had previously purported to pledge the Sandy River Property as collateral for the Omni Loan  
18 under the June 2014 Deed of Trust.

19           63. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
20 was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Sandy  
21 River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16, 2014.

22           64. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
23 Deeds of Trust, that First 100 had purported to pledge the Sandy River Property as collateral for  
24 the Omni Loan, or that Omni claimed a security interest in the Sandy River Property.

25           ***5782 Camino Ramon Avenue, Las Vegas, Nevada 89156 (APN 140-21-611-018)***

26           65. The real property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada  
27 89156 and described more particularly as APN 140-21-611-018 (the "Camino Ramon Property")  
28 and together with the Neva Ranch Property, the East Flamingo Property, the West Gary

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Property, the Shining Sand Property, the 4921 Indian River Property, the 5009 Indian River Property, the 5295 Indian River Property, and the Sandy River Property, the "Kal-Mor Properties") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners' association commonly known as the Tierra Mesa Homeowners Association (the "Tierra Mesa HOA").

66. I am informed and believe that the Tierra Mesa HOA foreclosed upon a lien for delinquent assessments levied against the Camino Ramon Property on or about October 27, 2010 and took title to the Camino Ramon Property through a Trustee's Deed upon Sale recorded in the Official Records on December 3, 2010 as instrument number 20101203-0002111. A true and correct copy of this deed is attached hereto as Exhibit 21.

67. I am informed and believe that the Tierra Mesa HOA later sold the Camino Ramon Property to First 100 for good and valuable consideration on or about August 8, 2014. A Quitclaim Deed transferring title to the Camino Ramon Property to First 100 was recorded in the Official Records on August 11, 2014 as instrument number 20140811-0000974. A true and correct copy of this deed is attached hereto as Exhibit 22.

68. On or about April 6, 2015, First 100 agreed to sell the Camino Ramon Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Camino Ramon Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000741. A true and correct copy of this deed is attached hereto as Exhibit 23.

69. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the Camino Ramon Property as collateral for the Omni Loan under the August 2014 Deed of Trust.

70. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Camino



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1 Ramon Property from the Tierra Mesa HOA under the Quitclaim Deed recorded on August 11,  
2 2014

3 71. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
4 Deeds of Trust, that First 100 had purported to pledge the Camino Ramon Property as collateral  
5 for the Omni Loan, or that Omni claimed a security interest in the Camino Ramon Property.

6 **The First 100 Action**

7 72. I am informed and believe that in 2015 First 100 fell delinquent in its payment  
8 obligations under Omni Loan. As a result, on January 8, 2016, Omni issued a Notification of  
9 Disposition of Collateral in which it identified the personal property Omni believed to be subject  
10 to its security interest and scheduled a sale of the collateral to take in accordance with NRS  
11 Chapter 104 on January 21, 2016 (the "UCC Sale").

12 73. On January 15, 2016, First 100 filed a complaint in the Eighth Judicial District  
13 Court in Clark County, Nevada (Case No. A-16-730374-C) (the "First 100 Action") in which it  
14 asserted various claims against Omni and sought an injunction to prevent Omni from proceeding  
15 with the UCC Sale. On January 18, 2016, Omni removed the First 100 Action to the United  
16 States District Court for the District of Nevada (the "District Court") (Case No. 2:16-cv-00099).

17 74. After several months of litigation in the First 100 Action, Omni completed the  
18 UCC Sale on May 25, 2016 and purchased certain First 100 personal property that had been  
19 pledged as collateral for the Omni Loan through a successful credit bid.

20 75. I am informed and believe that the value of the First 100 personal property  
21 purchased by Omni through the UCC Sale far exceeded the outstanding balance of the Omni  
22 Loan claimed due and owing at that time.

23 76. Various disputes subsequently arose between First 100 and Omni as to, among  
24 other things, the outstanding balance of the Omni Loan, the reasonableness of the UCC Sale, the  
25 value of the personal property purchase by Omni through the UCC Sale, and First 100's liability  
26 for the remaining balance of the Omni Loan.

27 77. After several additional months of litigation in the First 100 Action, Omni and  
28 First 100 reached an agreement to resolve their various disputes and entered into a written

KOLESAR & LEATHAM  
400 S. Rampart Boulevard, Suite 400  
Las Vegas, Nevada 89145  
Tel: (702) 362-7800 / Fax: (702) 362-9472

1 settlement agreement (the "First 100 Settlement"). A true and correct copy of the First 100  
2 Settlement is attached hereto as Exhibit 27.

3 78. Under the First 100 Settlement, First 100 and Omni released all claims related to  
4 the First 100 Action and First 100's default and breach of its obligations under the Omni loan,  
5 reserving only the rights of the parties to enforce the First 100 Settlement.

6 79. In connection with the First 100 Settlement, the District Court entered a  
7 Stipulated Judgment on February 16, 2017 in the First 100 Action through which it entered final  
8 judgment in favor of Omni and against First 100 in the amount of \$4.8 million for the remaining  
9 balance of the Omni Loan (the "First 100 Judgment") and dismissed all claims, counterclaims,  
10 and third-party claims asserted in the First 100 Action with prejudice, reserving only the rights of  
11 the parties to enforce the First 100 Settlement. A true and correct copy of the First 100 Judgment  
12 is attached hereto as Exhibit 24.

13 **Omni's Attempts to Enforce the Deeds of Trust**

14 80. Kal-Mor maintains and operates the Kal-Mor Properties as residential rental  
15 properties.

16 81. Kal-Mor is paying property taxes, HOA assessments, and other charges that could  
17 become liens against the Kal-Mor Properties.

18 82. Beginning on or about September 29, 2016, Omni began making demands upon  
19 tenants occupying the Kal-Mor Properties for payment of rent Omni claimed to be entitled to  
20 collect pursuant to various assignments of rents contained within the Deeds of Trust. A true and  
21 correct copy one such demand is attached hereto as Exhibit 25.

22 83. Notwithstanding the subsequent entry of the First 100 Judgment, Omni continues  
23 to make demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni  
24 claims to be entitled to collect pursuant to various assignments of rents contained within the  
25 Deeds of Trust.

26 84. Upon information and belief, Omni has collected in excess of \$5,000 in rent  
27 rightfully owed to Kal-Mor from tenants occupying the Kal-Mor Properties.  
28

KOLESAR & LEATHAM  
400 S. Rampart Boulevard, Suite 400  
Las Vegas, Nevada 89145  
Tel: (702) 362-7800 / Fax: (702) 362-9472

1           85. On May 15, 2017, Omni caused a Notice of Breach and Election to Sell under  
2 Deeds of Trust (the "Notice of Default") to be recorded in the Official Records against the Kal-  
3 Mor Properties as instrument number 20140515-0000474. A true and correct copy of the Notice  
4 of Default is attached hereto as Exhibit 26.

5           86. Under the Notice of Default, Omni claims to be legally entitled to cause the Kal-  
6 Mor Properties to be sold through non-judicial foreclosure pursuant to the Deeds of Trust to  
7 satisfy the outstanding balance of the Omni Loan.

8           87. I am informed and believe that Omni intends to cause the Kal-Mor Properties to  
9 be sold through non-judicial foreclosure sales pursuant to the Deeds of Trust and to retain the  
10 proceeds and benefits of such sales.

11  
12           I declare under penalty of perjury of the laws of the United States of America that the  
13 foregoing is true and correct.

14           Dated this 1st day of August, 2017.

15  
16   
17 GREG DARROCH

# **EXHIBIT 1**

APN: 124-26-311-029

Return document and mail tax statements to:

First 100, LLC  
10620 Southern Highlands Pkwy, Ste. 110-485  
Las Vegas NV 89141

Inet #: 201305070003557  
Fee: \$17.00 N/C Fee: \$0.00  
RPTT: \$560.45 Ex: #  
05/07/2013 02:34:28 PM  
Receipt #: 1806688  
Requestor:  
UNITED LEGAL SERVICES INC.  
Recorded By: MBH Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### FORECLOSURE DEED UPON SALE

Foreclosing lienholder **CREEKSIDE III HOMEOWNERS ASSOCIATION**, under power of sale pursuant to NRS Chapter 116, does hereby sell, without warranty, expressed or implied, to:


**FIRST 100, LLC**

the real property situated in Clark County, Nevada legally described as:

Lot 29, Block 1 of JAYCOX UNIT 1, as shown by Map thereof on File in Book 115 of Plats, Page 17, in the Office of the County Recorder of Clark County, Nevada.

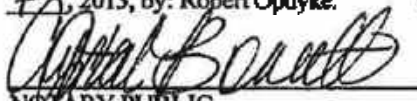
and commonly known as 1217 NEVA RANCH AVE, NORTH LAS VEGAS NV 89081.

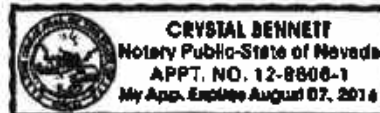
This conveyance is made pursuant to the powers conferred upon Agent by NRS Chapter 116, the foreclosing Association's governing documents (CC&R's), and the notice of the Lien for Delinquent Assessments, recorded on April 30, 2010 as instrument 201004300002958 in the Official Records of the Recorder of Clark County, Nevada. Default occurred as set forth in the Notice of Default and Election to Sell, recorded on June 2, 2010 as instrument 201006020001972 in the Official Records of the Recorder of Clark County, Nevada. All requirements of law have been complied with, including, but not limited to, the elapsing of the 90 days, the mailing of copies of the notice of Lien of Delinquent Assessment, and Notice of Default, and the mailing, posting, and publication of the Notice of Foreclosure Sale. Agent, in compliance with the Notice of Foreclosure Sale and in exercise of its power under NRS § 116.31164, sold the property at public auction on May 4, 2013.

By:   
Robert Opdyke, Esq.  
United Legal Services Inc.  
*As authorized agent for, and on behalf of, foreclosing Association*

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me  
on May 7, 2013, by: Robert Opdyke.

  
NOTARY PUBLIC



JA000433

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

a. 124-26-311-029  
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 \$ 129,500.00  
b. Deed in Lieu of Foreclosure Only (value of property) \_\_\_\_\_  
c. Transfer Tax Value: \$ 129,500.00  
d. Real Property Transfer Tax Due \$ 680.45

**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: Seller's Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: United Legal Services Inc.\*  
Address: 9484 S. Eastern Ave. #163  
City: Las Vegas  
State: NV Zip: 89123

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

Print Name: First 100, LLC  
Address: 10620 Southern Highland 110-485  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: United Legal Services Inc.  
Address: 9484 S. Eastern Ave. #163  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89123

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED  
\*As agent for Creekside III Homeowners Association.

JA000434

## **EXHIBIT 2**

②-1

APN 124-26-311-029

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

Inst #: 20150409-0000740

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$916.46 Ex: #

04/09/2016 09:16:12 AM

Receipt #: 2379093

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

### DEED OF SALE

THIS INDENTURE WITNESSETH: that first party

**FIRST 100, LLC**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

**KAL-MOR-USA, LLC**

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

Lot 29, Block 1 of JAYCOX UNIT I; as shown Map thereof on File in Book 115 of Plats, Page 17, in the Office of the County Recorder of Clark County, Nevada

and commonly known as 1217 Neva Ranch, North Las Vegas, Nevada 89081.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By: 

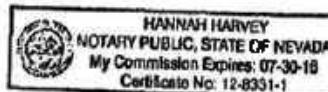
Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 6, 2015,

By: 

NOTARY PUBLIC



JA000436



**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 124-28-311-028  
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**

~~\$62,441.00~~ 179,194 HA

**b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))**

**c. Transfer Tax Value:**

~~\$62,441.00~~ 179,194 HA

**d. Real Property Transfer Tax Due**

~~\$287.75~~ 915.45 HA

**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 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: Director

Signature \_\_\_\_\_

Capacity: \_\_\_\_\_

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

Print Name: First 100 LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: Kal-Mor-USA, LLC  
Address: 576 Middleton Way  
City: Coldstream, BC V1B3W8  
State: Canada Zip: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000437

## **EXHIBIT 3**

APN: 162-16-810-355

Return document and mail tax statements to:

First 100, LLC  
10620 Southern Highlands Pkwy, Ste. 110-485  
Las Vegas NV 89141

Inst #: 201307160002104

Fee: \$18.00 N/C Fee: \$0.00

RPTT: \$617.10 Ex: #

07/16/2013 01:29:14 PM

Receipt #: 1584094

Requestor:

UNITED LEGAL SERVICES INC.

Recorded By: MSH Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

### FORECLOSURE DEED UPON SALE

Foreclosing lienholder **MERIDIAN PRIVATE RESIDENCES HOMEOWNERS ASSOCIATION**, under power of sale pursuant to NRS Chapter 116, does hereby sell, without warranty, expressed or implied, to:

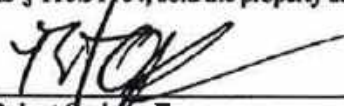
**FIRST 100, LLC**

the real property situated in Clark County, Nevada legally described as:

*SEE EXHIBIT A ATTACHED FOR LEGAL DESCRIPTION*

and commonly known as 230 E FLAMINGO RD #330, LAS VEGAS NV 89169.

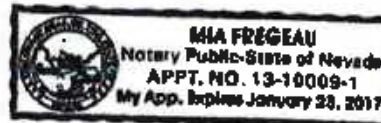
This conveyance is made pursuant to the powers conferred upon Agent by NRS Chapter 116, the foreclosing Association's governing documents (CC&R's), and the notice of the Lien for Delinquent Assessments, recorded on March 17, 2010 as instrument 201003170001067 in the Official Records of the Recorder of Clark County, Nevada. Default occurred as set forth in the Notice of Default and Election to Sell, recorded on May 10, 2010 as instrument 201005100001225 in the Official Records of the Recorder of Clark County, Nevada. All requirements of law have been complied with, including, but not limited to, the elapsing of the 90 days, the mailing of copies of the notice of Lien of Delinquent Assessment, and Notice of Default, and the mailing, posting, and publication of the Notice of Foreclosure Sale. Agent, in compliance with the Notice of Foreclosure Sale and in exercise of its power under NRS § 116.31164, sold the property at public auction on July 13, 2013.

By:   
Robert Opdyke, Esq.  
United Legal Services Inc.  
*As authorized agent for, and on behalf of, foreclosing Association*

STATE OF NEVADA           )  
COUNTY OF CLARK        )

This instrument was acknowledged before me  
on July 15, 2013, by: Robert Opdyke.

  
NOTARY PUBLIC



JA000439

**EXHIBIT A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

**PARCEL I:**

UNIT 308 ("UNIT") IN BUILDING 3 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 01551 IN BOOK 20050601, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**STATE OF NEVADA  
DECLARATION OF VALUE**
**1. Assessor Parcel Number(s)**

a. 162-16-810-355  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property \$ 121,000.00  
b. Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )  
c. Transfer Tax Value: \$ 121,000.00  
d. Real Property Transfer Tax Due \$ 617.10

**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: Seller's Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: United Legal Services Inc.\*  
Address: 9484 S. Eastern Ave. #163  
City: Las Vegas  
State: NV Zip: 89123

*\*As agent for Henderson Private Residents Homeowners Association.*

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

Print Name: United Legal Services Inc.  
Address: 9484 S. Eastern Ave. #163  
City: Las Vegas

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

Print Name: First 100, LLC  
Address: 10620 Southern Highland 110-485  
City: Las Vegas  
State: NV Zip: 89141

Escrow # \_\_\_\_\_  
State: NV Zip: 89123

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000441

## **EXHIBIT 4**

Inet #: 20150409-0000739  
Fee: \$18.00 NC Fee: \$0.00  
RPTT: \$425.05 Ex: #  
04/09/2016 09:18:12 AM  
Receipt #: 2379093  
Requestor:  
FIRST 100 LLC  
Recorded By: SHAWA Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

③-1

APN 162-16-810-355

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

**DEED OF SALE**

THIS INDENTURE WITNESSETH: that first party

**FIRST 100, LLC**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

**KAL-MOR-USA, LLC**

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

**SEE EXHIBIT "A" ATTACHED**

and commonly known as 230 East Flamingo Road #330 Las Vegas, Nevada 89169.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

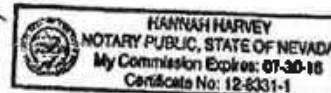
By:   
Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 7, 2015,

By: 

NOTARY PUBLIC



JA000443

**EXHIBIT A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

**PARCEL I:**

UNIT 308 ("UNIT") IN BUILDING 3 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 01551 IN BOOK 20050601, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.



**STATE OF NEVADA  
DECLARATION OF VALUE**
**1. Assessor Parcel Number(s)**

- a. 162-16-810-365  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

~~\$ 24,943.00~~ 83,097 HH

**b. Deed in Lieu of Foreclosure Only (value of property)**

~~\$ 24,943.00~~ 83,097 HH

**c. Transfer Tax Value:**

~~\$ 422.60~~ 423.85 HH

**d. Real Property Transfer Tax Due**
**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: KAL-MOR-USA, LLC  
Address: 576 Middleton Way  
City: Coldstream, BC  
State: Canada Zip: 8CV1B3W8

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000445

## **EXHIBIT 5**

APN: 177-20-813-127

Return document and mail tax statements to:

First 100, LLC  
10620 Southern Highlands Pkwy, Ste. 110-485  
Las Vegas NV 89141

Inet #: 201305070003558  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$408.00 Ex: #  
06/07/2013 02:34:26 PM  
Receipt #: 1605565  
Requestor:  
UNITED LEGAL SERVICES INC.  
Recorded By: MSH Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### FORECLOSURE DEED UPON SALE

Foreclosing lienholder **SOUTHGATE CONDOMINIUM UNIT-OWNERS' ASSOCIATION**, under power of sale pursuant to NRS Chapter 116, does hereby sell, without warranty, expressed or implied, to:

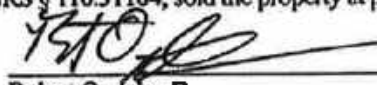
**FIRST 100, LLC**

the real property situated in Clark County, Nevada legally described as:

**SEE EXHIBIT A ATTACHED FOR LEGAL DESCRIPTION**

and commonly known as 2615 W GARY AVE #1065, LAS VEGAS NV 89123.

This conveyance is made pursuant to the powers conferred upon Agent by NRS Chapter 116, the foreclosing Association's governing documents (CC&R's), and the notice of the Lien for Delinquent Assessments, recorded on December 6, 2010 as instrument 201012060002715 in the Official Records of the Recorder of Clark County, Nevada. Default occurred as set forth in the Notice of Default and Election to Sell, recorded on January 14, 2011 as instrument 201101140001433 in the Official Records of the Recorder of Clark County, Nevada. All requirements of law have been complied with, including, but not limited to, the elapsing of the 90 days, the mailing of copies of the notice of Lien of Delinquent Assessment, and Notice of Default, and the mailing, posting, and publication of the Notice of Foreclosure Sale. Agent, in compliance with the Notice of Foreclosure Sale and in exercise of its power under NRS § 116.31164, sold the property at public auction on May 4, 2013.

By:   
Robert Opdyke, Esq.  
United Legal Services Inc.  
*As authorized agent for, and on behalf of, foreclosing Association*

STATE OF NEVADA )  
COUNTY OF CLARK )



This instrument was acknowledged before me  
on May 14, 2013, by: Robert Opdyke.

  
NOTARY PUBLIC

JA000447

**EXHIBIT A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

**PARCEL ONE (1) - UNIT:**

LIVING UNIT 1065 IN BUILDING 17, AS SHOWN ON THE FINAL MAP OF ST. JAMES PLACE, A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 121 OF PLATS, PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

**PARCEL TWO (2) - COMMON ELEMENTS:**

AN UNDIVIDED 1/180TH INTEREST AS TENANT IN COMMON IN THE COMMON ELEMENTS AS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHGATE CONDOMINIUMS RECORDED JANUARY 10, 2006 IN BOOK 20060110 AS DOCUMENT NO. 03501 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM ALL UNITS AS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM FOR THE BENEFIT OF OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN AND TO THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

**PARCEL THREE (3) - LIMITED COMMON ELEMENTS:**

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS DEFINED AND DESCRIBED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

**PARCEL FOUR (4) - APPURTENANT EASEMENTS:**

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENT IS APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) DESCRIBED ABOVE.

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

a. 177-20-813-127  
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**

\$ 80,000.00

b. Deed in Lieu of Foreclosure Only (value of property: \_\_\_\_\_)

c. Transfer Tax Value:

\$ 80,000.00

d. Real Property Transfer Tax Due

\$ 408.00

**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 \_\_\_\_\_

Capacity: Seller's Agent

Signature \_\_\_\_\_

Capacity: \_\_\_\_\_

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

Print Name: United Legal Services Inc.

Address: 9484 S. Eastern Ave. #163

City: Las Vegas

State: NV

Zip: 89123

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

Print Name: First 100, LLC

Address: 10620 Southern Highland 110-485

City: Las Vegas

State: NV

Zip: 89141

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

Print Name: United Legal Services Inc.

Address: 9484 S. Eastern Ave. #163

City: Las Vegas

Escrow # \_\_\_\_\_

State: NV

Zip: 89123

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED  
\*As signed by Southgate Condominium Unit-Owners' Association.

JA000449

## **EXHIBIT 6**

③ - 1

APN 177-20-813-127

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

Inst #: 20150409-0000742

Fee: \$16.00 N/C Fee: \$0.00

RPTT: \$456.40 Ex: #

04/08/2015 09:16:12 AM

Receipt #: 2379093

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

### DEED OF SALE

THIS INDENTURE WITNESSETH: that first party

**FIRST 100, LLC**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

**KAL-MOR-USA, LLC**


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

*SEE EXHIBIT "A" ATTACHED*

and commonly known as 2615 West Gary Ave #1065, Las Vegas, Nevada 89123.

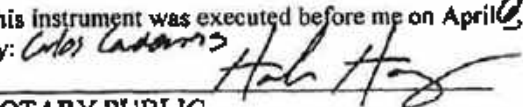
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 8, 2015,

By: 

NOTARY PUBLIC



JA000451

**EXHIBIT A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

**PARCEL ONE (1) - UNIT:**

LIVING UNIT 1065 IN BUILDING 17, AS SHOWN ON THE FINAL MAP OF ST. JAMES PLACE, A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 128 OF PLATS, PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

**PARCEL TWO (2) - COMMON ELEMENTS:**

AN UNDIVIDED 1/180TH INTEREST AS TENANT IN COMMON IN THE COMMON ELEMENTS AS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHGATE CONDOMINIUMS RECORDED JANUARY 10, 2006 IN BOOK 20060110 AS DOCUMENT NO. 03501 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM ALL UNITS AS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM FOR THE BENEFIT OF OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN AND TO THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

**PARCEL THREE (3) - LIMITED COMMON ELEMENTS:**

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS DEFINED AND DESCRIBED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

**PARCEL FOUR (4) - APPURTENANT EASEMENTS:**

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENT IS APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) DESCRIBED ABOVE.



**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 177-20-613-127  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ ~~22,840.00~~ 89,323 *HA*

**b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))**

\$ ~~22,840.00~~ 89,323 *HA*

**c. Transfer Tax Value:**

\$ ~~442.00~~ 436.95 *HA*

**d. Real Property Transfer Tax Due**

**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: KAL-MOR-USA, LLC  
Address: 576 Middleton Way  
City: Coldstream, BC  
State: Canada Zip: BCV1B3W8

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000453

## **EXHIBIT 7**

Inst#: 201109140001783

Fee: \$16.00 MC Fee: \$28.00

RPTT: \$30.60 Ex: #

09/14/2011 12:13:54 PM

Receipt #: 912859

Requester:

CAMCO

Recorded By: BUO Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 161-10-511-072

WHEN RECORDED MAIL DEED AND  
TAX STATEMENTS TO:

Sahara Sunrise HOA  
PO Box 12117  
Las Vegas NV 89112

Title No. A1685  
Account NO. 55372  
TS No. 0119110-A-14-A

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TRUSTEE'S DEED UPON SALE**

The undersigned declares:

- |    |  |             |
|----|--|-------------|
| 1) | The grantee herein WAS the foreclosing beneficiary     |             |
| 2) | The amount of the unpaid debt together with costs was  | \$ 5,600.00 |
| 3) | The amount paid by the grantee at the trustee sale was | \$ 5,600.00 |
| 4) | The documentary transfer tax is                        | \$ 30.60    |
| 5) | City Judicial District of LAS VEGAS                    |             |

And **Absolute Collection Services, LLC.**, as the duly appointed Trustee under the Notice of Delinquent Assessment hereinafter described, does hereby GRANT and CONVEY, but without warranty, express or implied, to: **Sahara Sunrise HOA, PO Box 12117, Las Vegas NV 89112**

(herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of CLARK, State of NEVADA, described as follows:

**6575 Shining Sand Ave., Las Vegas NV 89142**

Legal Description-shown on the Subdivision map recorded in Book No. 91 Page(s) 12, Lot 72, Block 1 Inclusive, of Maps of the Country of Clark, State of Nevada; See Exhibit A Attached

**AGENT STATES THAT:**

This conveyance is made pursuant to the powers granted to **SAHARA SUNRISE HOA** and conferred upon appointed trustee by the provisions of the Nevada Revised Statutes, the **SAHARA SUNRISE HOA** governing documents (CC&R's) recorded as Instrument number 01122 Book 20000322 on MARCH 22, 2000 and that certain Notice

JA000455

of Delinquent Assessment Lien recorded on **SEPTEMBER 30, 2010** Instrument number **0002360** Book **20100930** Official Records of CLARK County; and pursuant to NRS 117.070 et Seq. or NRS 116.3115 et Seq and NRS 116.3116 through 116.31168 et Seq. The name of the owner(s) of the property (trustor) was: **LORI MARKS**

Default occurred as set forth in a Notice of Default and Election to Sell, recorded on **JANUARY 19, 2011** as Instrument **0000114** Book **20110119** which was recorded in the office of the recorder of said county. Absolute Collection Services, LLC. Has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of **SAHARA SUNRISE HOA** at public auction on **SEPTEMBER 13, 2011** at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid **\$5,600.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

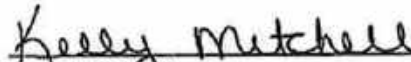
Dated: **September 14, 2011**

  
By Richard Kaye on behalf of Absolute Collection Services

STATE OF NEVADA     )  
COUNTY OF CLARK    )

On 9/14/11 before me, Kelly Mitchell, personally appeared Richard Kaye personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

  
Kelly Mitchell, Notary Public



JA000456

**EXHIBIT "A"**

**THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK, CITY OF LAS VEGAS, AND DESCRIBED AS FOLLOWS:**

**PARCEL 1:**

**LOT SEVENTY-TWO (72) IN BLOCK ONE (1) OF SAHARA SUNRISE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 91 OF PLATS, PAGE 12 IN BOOK 990830 AS DOCUMENT NO. 01584, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**

**PARCEL 1B:**

**A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THOSE AREAS DELINEATED AS "PRIVATE STREETS" AND "COMMON ELEMENTS" ON THE ABOVE REFERENCED PLAT, AND DEFINED AS "ASSOCIATION PROPERTY" IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAHARA SUNRISE RECORDED MARCH 22, 2000 IN BOOK 20000522 AS DOCUMENT NO. 01122, OFFICIAL RECORDS.**

**STATE OF NEVADA  
DECLARATION OF VALUE FORM**
**1. Assessor Parcel Number(s)**

- a. 181-10-511-072  
 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  
☐ Other \_\_\_\_\_

**FOR RECORDER'S OPTIONAL USE ONLY**

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3. a. Total Value/Sales Price of Property \$ 5,600.00  
 b. Debt in Lieu of Foreclosure Only (value of property) \_\_\_\_\_  
 c. Transfer Tax Value: \$ 5,600.00  
 d. Real Property Transfer Tax Due \$ \$30.60

**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: Keely Mitchell

 Capacity: Grantee

Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

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

Print Name: Absolute Collection Services LLC  
 Address: PO Box 12117  
 City: Las Vegas  
 State: NV Zip: 89112

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

Print Name: Sahara Sunrise HOA  
 Address: PO Box 12117  
 City: Las Vegas  
 State: NV Zip: 89112

**COMPANY REQUESTING RECORDING**

Print Name: CAMCO  
 Address: PO Box 12117  
 City: Las Vegas

 Escrow #: N/A-foreclosure

 State: NV Zip: 89112

As a public record this form may be recorded/microfilmed

JA000458

## **EXHIBIT 8**

Inet #: 20140318-0002205  
Fee: \$19.00 N/C Fee: \$26.00  
RPTT: \$817.66 Ex: #  
03/18/2014 03:03:10 PM  
Receipt #: 1964861  
Requestor:  
ABSOLUTE COLLECTION SERVICE  
Recorded By: SUO Pgs: 4  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 161-10-511-072

WHEN RECORDED MAIL DEED AND  
TAX STATEMENTS TO:

First 100 LLC  
10620 Southern Highlands Pkwy Ste 110-508  
Las Vegas, NV 89141

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED**

THIS QUITCLAIM DEED made on March 18, 2014, between Sahara Sunrise HOA, c/o CAMCO PO Box 12117, Las Vegas, NV 89112 and First 100 LLC, 10620 Southern Highlands Pkwy Ste 110-508, Las Vegas, NV 89141

That for and in the consideration of the sum of TWELVE THOUSAND ONE HUNDRED SIXTY-EIGHT DOLLARS AND 94/100 CENTS (\$12,168.94) the receipt of which is hereby acknowledged, Sahara Sunrise HOA does hereby release, remise and forever quitclaim unto First 100 LLC all of his interest, if any, in that certain real property commonly known as:

**6675 Shining Sand Ave., Las Vegas, NV 89142**

Legally described as follows:

Lot 72, Block 1 as per map recorded in Plat Book 91, Page 12, as shown in the Office of the County Recorder of Clark County Nevada

Together with all the tenements, hereditaments, and appurtenances thereunto belonging, and the reversions, remainders, rents, issues, and profits thereof. To have and to hold, all and singular the premises, with the appurtenances, unto First 100 LLC and his/her heirs and assigns forever.

JA000460



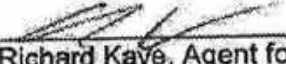
In witness whereof, **Sahara Sunrise HOA** has hereunto this 18th day of March and 2014 as set forth above.

State of Nevada )ss


County of Clark )ss

I, **Richard Kaye**, being first duly sworn, deposes and says:

That I am the authorized representative of **Sahara Sunrise HOA** in the above-entitled action; that I have read the foregoing and know the contents thereof, and that the same is true of my knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.

  
Richard Kaye, Agent for Sahara Sunrise HOA

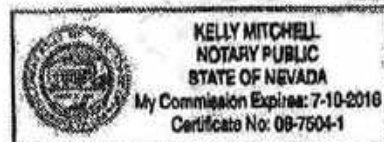
Subscribed and sworn to before me this 18th DAY OF March, 2014.



Kelly Mitchell, Notary Public

My Commission Expires: 7/10/18

Certificate No: 08-7504-1



**EXHIBIT "A"**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK, CITY OF LAS VEGAS, AND DESCRIBED AS FOLLOWS:

**PARCEL 1:**

LOT SEVENTY-TWO (72) IN BLOCK ONE (1) OF SAHARA SUNRISE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 91 OF PLATS, PAGE 12 IN BOOK 990830 AS DOCUMENT NO. 01684, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL 2:**

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THOSE AREAS DELINEATED AS "PRIVATE STREETS" AND "COMMON ELEMENTS" ON THE ABOVE REFERENCED PLAT, AND DEFINED AS "ASSOCIATION PROPERTY" IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAHARA SUNRISE RECORDED MARCH 22, 2000 IN BOOK 20000322 AS DOCUMENT NO. 01122, OFFICIAL RECORDS.

JA000462

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 161-10-611-072  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_

**2. Type of Property:**

- a. ☐ Vacant Land b. ☒ Single Fam. Res.  
c. ☐ Condo/Townse 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**

\$ 12,168.84

**b. Deed in Lieu of Foreclosure Only (value of property)**

\$ \_\_\_\_\_

**c. Transfer Tax Value:**

\$ 101,423.00

**d. Real Property Transfer Tax Due**

\$ 517.85

**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

Heely Mitchell

Capacity: Grantor

Signature \_\_\_\_\_

Capacity: \_\_\_\_\_

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

Print Name: Sahara Sunrise HOA

Address: PO Box 12117

City: Las Vegas

State: NV

Zip: 89112

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

Print Name: First 100 LLC

Address: 10620 Southern Highlands Pkwy 110-508

City: Las Vegas

State: NV

Zip: 89141

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

Print Name: Absolute Collection Services Escrow # N/A - foreclosure

Address: 6440 Sky Point Dr 140-154

City: Las Vegas

State: NV

Zip: 89131

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000463

## **EXHIBIT 9**

(2)-1

APN 161-10-511-072

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inet #: 20150413-0002986

Fee: \$17.00 N/C Fee: \$0.00

RPTT: \$718.55 Ex: #

04/13/2016 03:17:58 PM

Receipt #: 2383139

Requestor:

FIRST 100 LLC

Recorded By: BHAWA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

### DEED OF SALE

**THIS INDENTURE WITNESSETH:** That first party

First 100, LLC

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

Kal-Mor-USA, LLC

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

*SAHARA SUNRISE PLAT BOOK 91 PAGE 12 LOT 72 BLOCK 1*

And commonly known as 6575 Shining Sand Avenue, Las Vegas, NV 89142.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By: 

Carlos Cardenas - Director


State of Nevada  
County of Clark

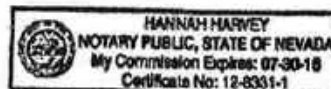
This instrument was executed before me on

*April 10th*

2015, by

*Carlos Cardenas*

  
Notary Public



JA000465

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

a. 161-10-611-072  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 140,223.00

b. Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )

c. Transfer Tax Value:

\$ 140,223.00

d. Real Property Transfer Tax Due

\$ 718.55

**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 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: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89041

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

Print Name: Kal Mor USA  
Address: 576 Middleton Way  
City: Coldstream,  
State: BC V1B3W8 Zip: \_\_\_\_\_

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

Print Name: Christene Bernard  
Address: 11820 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000466

## **EXHIBIT 10**

Inst #: 20140716-0002749

Fee: \$17.00 N/C Fee: \$0.00

RPTT: \$303.46 Ex: #

07/16/2014 03:11:43 PM

Receipt #: 2090285

Requestor:

FIRST 100 LLC

Recorded By: RYUD Page: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 163-24-612-588

Return document and mail tax statements to:

First 100, LLC,

11920 Southern Highlands Parkway, Suite 200

Las Vegas NV 89141

### DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

**BELLA VITA HOMEOWNERS ASSOCIATION**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

**First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred**

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

**WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1056**

and commonly known as 4921 Indian River Dr. #112 Las Vegas, NV 89103.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:

[Signature]  
Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

Print Name:

Bruce Marten

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on July 10, 2014,

by: BRUCE MARTEN  
(print name of above signatory)

Diana C. Love  
NOTARY PUBLIC No. 01-69961-1  
Exp. 9-10-17



JA000468



**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 183-24-812-688  
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**

Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 58,274.00

**b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))**

**c. Transfer Tax Value:**

\$ 58,274.00

**d. Real Property Transfer Tax Due**

\$ 308.45

**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: Bella Vita HOA  
Address: 5010 Indian River Drive  
City: Las Vegas  
State: NV Zip: 89103

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

Print Name: First 100, LLC  
Address: 11920 Southern Highlandy Pkwy  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_

Escrow # \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000469

## **EXHIBIT 11**

(2) - 1

APN 163-24-612-588

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inet #: 20150413-0002987

Fee: \$17.00 N/C Fee: \$0.00

RPTT: \$204.00 Ex: #

04/13/2015 03:17:58 PM

Receipt #: 2383139

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Page: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

## DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

First 100, LLC

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

Kal-Mor-USA, LLC

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

*WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1056*

And commonly known as 4921 Indian River Drive #112, Las Vegas, NV 89103.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10<sup>th</sup> 2015, by Carlos Cardenas.

  
Notary Public



JA000471

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 163-24-612-588  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 39,963.00

**b. Deed in Lieu of Foreclosure Only (value of property)**

\_\_\_\_\_

**c. Transfer Tax Value:**

\$ 39,963.00

**d. Real Property Transfer Tax Due**

\$ 204.18

**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 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: Agent

Signature: \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89041

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

Print Name: Kai Mor USA  
Address: 578 Middleton Way  
City: Coldstream,  
State: BC V1B3W8 Zip: \_\_\_\_\_

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

Print Name: Christine Bernard  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000472

## **EXHIBIT 12**

Mail and Return Tax statement to:  
Bella Vita Homeowners Association  
8290 Arville Street  
Las Vegas, NV 89139

APN # 163-24-612-639

Inet #: 201401230002773  
Fee: \$18.00 N/C Fee: \$0.00  
RPTT: \$221.85 Ex: #  
01/23/2014 11:19:58 AM  
Receipt #: 1910899  
Requestor:  
RED ROCK FINANCIAL SERVICES  
Recorded By: SCA Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Bella Vita Homeowners Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 04/14/2009 as instrument number 0001210 Book 20090414, in Clark County. The previous owner as reflected on said lien is JEFFREY M. HILDEBRANDT. Red Rock Financial Services as agent for Bella Vita Homeowners Association does hereby grant and convey, but without warranty expressed or implied to: Bella Vita Homeowners Association (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1107 which is commonly known as 5009 Indian River Dr #155 Las Vegas, NV 89103.

#### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Bella Vita Homeowners Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 05/21/2009 as instrument number 0005417 Book 20090521 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Bella Vita Homeowners Association at public auction on 11/19/13, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid \$15,453.68 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

JA000474

Dated: January 21, 2014

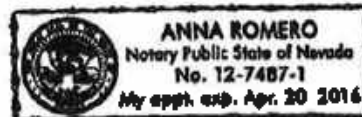
Kimberlee Sibley  
By: Kimberlee Sibley, employee of Red Rock Financial Services, agent for Bella Vita Homeowners Association

STATE OF NEVADA )  
COUNTY OF CLARK )

On January 21, 2014, before me, personally appeared Kimberlee Sibley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Anna Romero  
When Recorded Mail To: Bella Vita Homeowners Association  
FirstService Residential  
8290 Arville Street  
Las Vegas, NV 89139



JA000475

# STATE OF NEVADA DECLARATION OF VALUE

## 1. Assessor Parcel Number (a)

a) 163-24-412-430  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

## 2. Type of Property:

a) ☐ Vacant Land  
b) ☐ Single Fam Res.  
c) ☒ Condo/Townhome  
d) ☐ 2-4 Plex  
e) ☐ Apt. Bldg.  
f) ☐ Commercial  
g) ☐ Agricultural  
h) ☐ Mobile Home  
i) ☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Notes: \_\_\_\_\_

## 3. Total Value/Sales Price of Property:

\$ 43,357.00  
Deed in Lieu of Foreclosure Only (value of property) \$ \_\_\_\_\_  
Transfer Tax Value: \$ 43,500.00  
Real Property Transfer Tax Due: \$ 221.88

## 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 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 Kimberly M. Kelly Capacity AGENT  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

## SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services  
Address: 4775 West Taco Ave #140  
City: Las Vegas  
State: NV Zip: 89118

## BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Bella Vita Homeowners Association  
Address: 6290 Arville Street  
City: Las Vegas  
State: NV Zip: 89139

## COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000476



## **EXHIBIT 13**

21

Inet #: 20140716-0002750  
Fee: \$17.00 N/C Fee: \$0.00  
RPTT: \$408.00 Ex: #  
07/18/2014 03:11:40 PM  
Receipt #: 2090285  
Requestor:  
FIRST 100 LLC  
Recorded By: RYUD Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 163-24-612-639

Return document and mail tax statements to:  
First 100, LLC,  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas NV 89141

### DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

**BELLA VITA HOMEOWNERS ASSOCIATION**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

**First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred**

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

**WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1107**

and commonly known as 5009 Indian River Dr. #155 Las Vegas, NV 89103.

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

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:

  
Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

Print Name:

Bruce Marten

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on July 10, 2014,

by: BRUCE MARTEN  
(print name of above signatory)

Diana C. Love  
NOTARY PUBLIC No. 01-69961-1  
Exp. 9-10-17



JA000478

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

a. 183-24-612-639  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 78,532.00

**b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )**

**c. Transfer Tax Value:**

\$ 78,532.00

**d. Real Property Transfer Tax Due**

\$ 408.00

**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 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: Director

Signature \_\_\_\_\_

Capacity: \_\_\_\_\_

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

Print Name: Bella Vita HOA

Address: 5010 Indian River Drive

City: Las Vegas

State: NV Zip: 89103

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

Print Name: First 100, LLC

Address: 11920 Southern Highland Pkwy

City: Las Vegas

State: NV Zip: 89141

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

Print Name: \_\_\_\_\_

Escrow # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000479

## **EXHIBIT 14**

Inst #: 20150413-0002989

Fee: \$17.00 N/C Fee: \$0.00

RPTT: \$237.15 Ex: #

04/13/2016 03:17:58 PM

Receipt #: 2383139

Requestor:

FIRST 100 LLC

Recorded By: BHAVIA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN 163-24-612-639

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

## DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

First 100, LLC

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

Kal-Mor-USA, LLC

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

*WESTWOOD POINT PLAT BOOK 27 PAGE 43 UNIT 1107*

And commonly known as 5009 Indian River Drive #155, Las Vegas, NV 89103.

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


Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

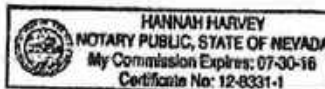
By:

  
Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10<sup>th</sup> 2015, by Carlos Cardenas.

  
Notary Public



JA000481

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 163-24-612-839  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 446,257.00

b. Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )

c. Transfer Tax Value: \$ 46,257.00

d. Real Property Transfer Tax Due \$ 237.15

**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 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 Christina Bernard Capacity: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89041

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

Print Name: Kal Mor USA  
Address: 576 Middleton Way  
City: Coldstream,  
State: BC V1B3W8 Zip: \_\_\_\_\_

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

Print Name: Christina Bernard  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000482

## **EXHIBIT 15**

Mail and Return Tax statement to:  
Bella Vita Homeowners Association  
8290 Arville Street  
Las Vegas, NV 89139

APN # 163-24-612-798

Inst #: 201312300000172  
Fee: \$18.00 N/C Fee: \$0.00  
RPTT: \$191.26 Ex: #  
12/30/2013 06:04:04 AM  
Receipt #: 1885608  
Requestor:  
RED ROCK FINANCIAL SERVICES  
Recorded By: RYUD Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Bella Vita Homeowners Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 11/02/2012 as instrument number 0001729 Book 20121102, in Clark County. The previous owner as reflected on said lien is SEONG IL YI. Red Rock Financial Services as agent for Bella Vita Homeowners Association does hereby grant and convey, but without warranty expressed or implied to: Bella Vita Homeowners Association (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1266 which is commonly known as 5295 Indian River Dr #314 Las Vegas, NV 89103.

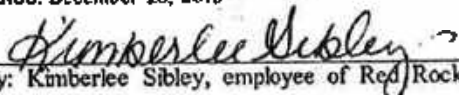
#### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Bella Vita Homeowners Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 12/31/2012 as instrument number 0001565 Book 20121231 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Bella Vita Homeowners Association at public auction on 11/19/13, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid \$5,692.60 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

JA000484



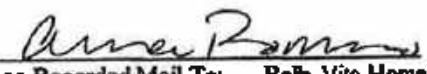
Dated: December 26, 2013

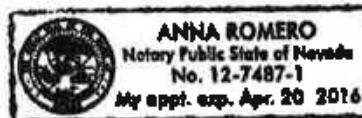
  
By: Kimberlee Sibley, employee of Red Rock Financial Services, agent for Bella Vita Homeowners Association

STATE OF NEVADA                     )  
COUNTY OF CLARK                 )

On December 26, 2013, before me, personally appeared Kimberlee Sibley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
When Recorded Mail To: Bella Vita Homeowners Association  
FirstService Residential Nevada, LLC  
8290 Arville Street  
Las Vegas, NV 89139



JA000485

# STATE OF NEVADA DECLARATION OF VALUE

## 1. Assessor Parcel Number (a)

a) 163-24-612-798  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

## 2. Type of Property:

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

## FOR RECORDERS OPTIONAL USE ONLY

Notes: \_\_\_\_\_

## 3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 37,483.00  
Transfer Tax Value: \$ 37,500.00  
Real Property Transfer Tax Due: \$ 181.25

## 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 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 Kimberlee Noble Capacity AGENT  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

## SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services  
Address: 4775 West Taco Ave #140  
City: Las Vegas  
State: NV Zip: 89118

## BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Belle Vets Homeowners Association  
Address: 8280 Arville Street  
City: Las Vegas  
State: NV Zip: 89138

## COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000486

## **EXHIBIT 16**

Inet #: 20140716-0002747  
Fee: \$17.00 N/C Fee: \$0.00  
RPTT: \$300.00 Ex #  
07/18/2014 03:11:40 PM  
Receipt #: 2090286  
Requestor:  
FIRST 100 LLC  
Recorded By: RYUD Page: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 163-24-612-798

Return document and mail tax statements to:  
First 100, LLC  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas NV 89141

### DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

**BELLA VITA HOMEOWNERS ASSOCIATION**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

**First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred**  
the real property situated in Clark County, State of Nevada, described as follows:

**WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1266**

and commonly known as 5295 Indian River Dr. #314 Las Vegas, NV 89103.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:

  
Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

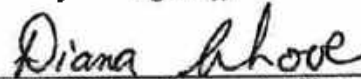
Print Name:

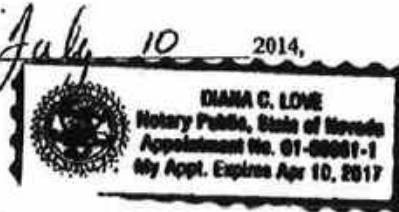
Bruce Marten

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on July 10, 2014,

by: BRUCE MARTEN  
(print name of above signatory)

  
NOTARY PUBLIC No. 01-67761-1  
Exp 4-10-17



JA000488

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 163-24-012-798  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 58,756.00

**b. Deed in Lieu of Foreclosure Only (value of property)** \_\_\_\_\_

**c. Transfer Tax Value:**

\$ 58,756.00

**d. Real Property Transfer Tax Due**

\$ 300.90

**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: Bella Vita HOA  
Address: 5010 Indian River Drive  
City: Las Vegas  
State: NV Zip: 89103

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

Print Name: First 100, LLC  
Address: 11920 Southern Highlands Pkwy  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_

Escrow # \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000489

## **EXHIBIT 17**

JA000490

2-1

APN 163-24-612-798

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inet #: 20150413-0002990

Fee: \$17.00 N/C Fee: \$0.00

RPTT: \$204.00 Ex: #

04/13/2016 03:17:58 PM

Receipt #: 2383139

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

## DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

First 100, LLC

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

Kal-Mor-USA, LLC

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

*WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1266*

And commonly known as 5295 Indian River Drive #314, Las Vegas, NV 89103.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in any way appertaining.

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By:

  
Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10<sup>th</sup> 2015, by Carlos Cardenas.

  
Notary Public



JA000491

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

a. 163-24-812-788  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 339,963.00

**b. Deed in Lieu of Foreclosure Only (value of property)** \_\_\_\_\_

**c. Transfer Tax Value:**

\$ 39,963.00

**d. Real Property Transfer Tax Due**

\$ 204.18

**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 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: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89041

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

Print Name: Kal Mbr USA  
Address: 576 Middleton Way  
City: Coldstream  
State: BC V1B3W8 Zip: \_\_\_\_\_

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

Print Name: Christy Bernard  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000492



## **EXHIBIT 18**

Mail and Return Tax statement to:  
Bella Vita Homeowners Association  
8290 Arville Street  
Las Vegas, NV 89139

APN # 163-24-612-500

Inst #: 201401230002775  
Fee: \$18.00 M/C Fee: \$0.00  
RPTT: \$191.25 Ex: #  
01/23/2014 11:19:56 AM  
Receipt #: 1910899  
Requestor:  
RED ROCK FINANCIAL SERVICES  
Recorded By: SCA Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### FORECLOSURE DEED

The undersigned declares:

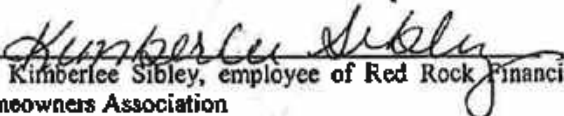
Red Rock Financial Services, herein called agent for (Bella Vita Homeowners Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 06/11/2012 as instrument number 0002273 Book 20120611, in Clark County. The previous owner as reflected on said lien is BRIAN KELLY. Red Rock Financial Services as agent for Bella Vita Homeowners Association does hereby grant and convey, but without warranty expressed or implied to: Bella Vita Homeowners Association (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 968 which is commonly known as 4400 Sandy River Dr #16 Las Vegas, NV 89103.

#### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Bella Vita Homeowners Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 08/13/2012 as instrument number 0000459 Book 20120813 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the lapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Bella Vita Homeowners Association at public auction on 11/19/13, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid \$6,685.11 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

JA000494

Dated: January 21, 2014

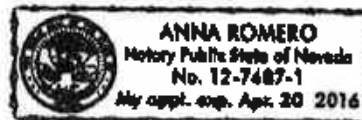
  
By: Kimberlee Sibley, employee of Red Rock Financial Services, agent for Bella Vita Homeowners Association

STATE OF NEVADA }  
COUNTY OF CLARK }

On January 21, 2014, before me, personally appeared Kimberlee Sibley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
When Recorded Mail To: Bella Vita Homeowners Association  
FirstService Residential  
8290 Arville Street  
Las Vegas, NV 89139



JA000495

# STATE OF NEVADA DECLARATION OF VALUE

## 1. Assessor Parcel Number (s)

- a) 163-24-612-500  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

## 2. Type of Property:

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

## FOR RECORDERS OPTIONAL USE ONLY

Notes: \_\_\_\_\_

## 3. Total Value/Sales Price of Property:

\$ 37,463.00  
Deed In Lieu of Foreclosure Only (value of property) \$ \_\_\_\_\_  
Transfer Tax Value: \$ 37,500.00  
Real Property Transfer Tax Due: \$ 991.25

## 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 375.080 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 Kimberly M. Gable Capacity AGENT  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

## SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services  
Address: 4775 West Tropic Ave #140  
City: Las Vegas  
State: NV Zip: 89118

## BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Bella Villa Homeowners Association  
Address: 5200 Arville Street  
City: Las Vegas  
State: NV Zip: 89139

## COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000496

## **EXHIBIT 19**

2-1

Inst #: 20140716-0002748  
Fee: \$17.00 N/C Fee: \$0.00  
RPTT: \$229.60 Ex: #  
07/18/2014 03:11:40 PM  
Receipt #: 2090285  
Requestor:  
FIRST 100 LLC  
Recorded By: RYUD Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 163-24-612-500

Return document and mail tax statements to:  
First 100, LLC,  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas NV 89141

### DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

**BELLA VITA HOMEOWNERS ASSOCIATION**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

**First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred**  
the real property situated in Clark County, State of Nevada, described as follows:

**WESTWOOD POINT PLAT BOOK 27 PAGE 43 UNIT 968**

and commonly known as 4400 Sandy River Dr. #16 Las Vegas, NV 89103.

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

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:

  
Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

Print Name:

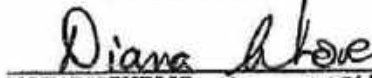
Bruce Marten

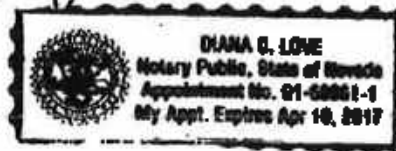
STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on July 10 2014,

by: BRUCE MARTEN

(print name of above signatory)

  
NOTARY PUBLIC No. 01-69761-1  
Exp. 4-10-17



JA000498

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 183-24-812-500  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

- 3.a. Total Value/Sales Price of Property \$ 44,710.00  
b. Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )  
c. Transfer Tax Value: \$ 44,710.00  
d. Real Property Transfer Tax Due \$ 228.50

**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: Bella Vita HOA  
Address: 5010 Indian River Drive  
City: Las Vegas  
State: NV Zip: 89103

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

Print Name: First 100, LLC  
Address: 11920 Southern Highlandy Pkwy  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_

Escrow # \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000499

## **EXHIBIT 20**

JA000500



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

OMNI FINANCIAL, LLC, a foreign limited  
liability company Appellant,

vs.

KAL-MOR-USA, LLC, a Nevada limited  
liability company;

Respondent.

**No.: 82028**

Eighth Judicial District Court  
Case No: A-17-757061-C  
(Honorable Richard Scotti)

**JOINT APPENDIX  
Volume III  
(JA000501 – JA000750)**

**HOWARD & HOWARD ATTORNEYS PLLC**

BRIAN J. PEZZILLO, ESQ.

Nevada Bar No. 007136

ROBERT HERNQUIST, ESQ.

Nevada Bar No.010616

3800 Howard Hughes Pkwy., Ste. 1000

Las Vegas, Nevada 89169

*Attorneys for Appellant Omni Financial, LLC*

## INDEX TO APPENDIX

| DOCUMENT   | DATE       | VOL.     | PAGE NOS.           |
|--|------------|----------|---------------------|
| ACCEPTANCE OF SERVICE BY FIRST 100 OF COMPLAINT  | 7/20/2017  | I        | JA000029            |
| ACCEPTANCE OF SERVICE BY OMNI FINANCIAL, LLC OF COMPLAINT                              | 8/7/2017   | I        | JA000030            |
| ANSWER OF KAL-MOR-USA TO COUNTERCLAIM OF OMNI FINANCIAL, LLC                           | 9/3/2019   | VI       | JA001458 - 001470   |
| ANSWER OF FIRST 100, LLC TO CROSSCLAIM OF OMNI FINANCIAL, LLC                          | 11/25/2019 | VII      | JA001578 – JA001592 |
| ANSWER OF FIRST 100, LLC TO COMPLAINT OF KAL-MOR-USA                                   | 11/26/2019 | VII      | JA001593 - 001613   |
| ANSWER OF OMNI FINANCIAL, LLC TO COMPLAINT OF KAL-MOR-USA, COUNTERCLAIM AND CROSSCLAIM | 8/12/2019  | VI       | JA001422 - 001449   |
| COMPLAINT FILED BY KAL-MOR-USA   | 6/19/2017  | I        | JA000001 - 000024   |
| DECLARATION OF GREG DARROCH IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT                  | 7/26/2018  | III – IV | JA000591 - 000784   |
| FIRST AMENDED CROSS CLAIM OF OMNI FINANCIAL AGAINST FIRST 100                          | 10/31/2019 | VII      | JA001564 - 001577   |
| FINDINGS OF FACT AND CONCLUSIONS OF LAW GRANTING PARTIAL SUMMARY JUDGMENT              | 10/2/2018  | VI       | JA001307 - 001317   |

|   |            |        |                      |
|---|------------|--------|----------------------|
| MINUTE ORDER DENYING NRCP<br>54(B) CERTIFICATION  | 7/1/2019   | VI     | JA001418             |
| MINUTE ORDER GRANTING PARTIAL<br>SUMMARY JUDGMENT   | 8/31/2018  | VI     | JA1305 -<br>001306   |
| MINUTE ORDER VACATING TRO<br>HEARING  | 9/17/2019  | III    | JA000557             |
| MINUTES FROM HEARING OF<br>MOTION FOR PARTIAL SUMMARY<br>JUDGMENT   | 8/27/2018  | VI     | JA001304             |
| MINUTES FROM HEARING DENYING<br>MOTION TO DISMISS OR<br>ALTERNATIVELY SUMMARY<br>JUDGMENT FILED BY FIRST 100, LLC | 10/14/2019 | VII    | JA001557             |
| MINUTES FROM MOTION FOR<br>RECONSIDERATION  | 2/27/2019  | VI     | JA001385             |
| MINUTES FROM HEARING ON<br>MOTION FOR RECONSIDERATION   | 3/20/2019  | VI     | JA001386             |
| MINUTES FROM STATUS CHECK   | 7/29/2019  | VI     | JA001421             |
| MOTION TO DISMISS OR<br>ALTERNATIVELY SUMMARY<br>JUDGMENT FILED BY FIRST 100, LLC                                 | 9/3/2019   | VI     | JA001450 -<br>001457 |
| MOTION FOR PARTIAL SUMMARY<br>JUDGMENT  | 8/25/2017  | I - II | JA000196 -<br>000355 |
| MOTION FOR PARTIAL SUMMARY<br>JUDGMENT  | 7/26/18    | III    | JA000566 -<br>000590 |
| MOTION FOR PARTIAL SUMMARY<br>JUDGMENT  | 6/16/2020  | VII    | JA001616 -<br>001687 |
| MOTION FOR RECONSIDERATION<br>FILED BY OMNI FINANCIAL   | 10/22/2018 | VI     | JA001331 -<br>001355 |

|   |            |          |                      |
|---|------------|----------|----------------------|
| MOTION FOR TEMPORARY<br>RESTRAINING ORDER FILED BY<br>KAL-MOR-USA   | 8/18/20107 | I        | JA000031 -<br>000195 |
| MOTION TO CERTIFY ORDER<br>GRANTING SUMMARY JUDGMENT<br>AS FINAL PURSUANT TO NRCP 54(B)                               | 5/29/2019  | VI       | JA001398 -<br>001406 |
| NOTICE OF APPEAL  | 10/27/2020 | VII      | JA001737 -<br>001739 |
| NOTICE OF ENTRY OF FINDINGS OF<br>FACT AND CONCLUSIONS OF LAW<br>GRANTING PARTIAL SUMMARY<br>JUDGMENT                 | 10/3/2018  | VI       | JA001318 -<br>001330 |
| NOTICE OF ENTRY OF ORDER<br>DENYING MOTION TO DISMISS OR<br>ALTERNATIVELY SUMMARY<br>JUDGMENT FILED BY FIRST 100, LLC | 10/21/2019 | VII      | JA001558 -<br>001563 |
| NOTICE OF ENTRY OF ORDER<br>GRANTING MOTION TO CERTIFY<br>PURSUANT TO NRCP 54(B)                                      | 9/30/2020  | VII      | JA001730 -<br>001736 |
| NOTICE OF REMOVAL OF STATE<br>COURT ACTION  | 8/29/2017  | II - III | JA000356 -<br>000556 |
| NOTICE OF NON-OPPOSITION TO<br>MOTION TO CERTIFY PURSUANT TO<br>NRCP 54(B)  | 7.20.2020  | VII      | JA001723 -<br>001725 |
| OPPOSITION TO MOTION TO<br>CERTIFY ORDER PURSUANT TO<br>NRCP 54(B)  | 6/10/2019  | VI       | JA001407 -<br>001410 |
| OPPOSITION TO MOTION TO DISMISS<br>OR ALTERNATIVELY MOTION FOR<br>SUMMARY JUDGMENT FILED BY<br>FIRST 100, LLC         | 9/17/2019  | VI - VII | JA001471 -<br>001543 |

|  |           |         |                   |
|--|-----------|---------|-------------------|
| OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT  | 8/15/2018 | IV - VI | JA000785 - 001280 |
| OPPOSITION (LIMITED) TO MOTION FOR PARTIAL SUMMARY JUDGMENT FILED BY FIRST 100, LLC  | 6/30/2020 | VII     | JA001688 - 001691 |
| OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT FILED BY OMNI FINANCIAL, LLC   | 6/30/2020 | VII     | JA001692 - 001707 |
| OPPOSITION TO MOTION FOR RECONSIDERATION FILED BY KAL-MOR-USA  | 11/9/2018 | VI      | JA001356 - 001370 |
| OPPOSITION (LIMITED) OF FIRST 100, LLC TO RENEWED MOTION TO CERTIFY PARTIAL SUMMARY JUDGMENT AS FINAL PURSUANT TO NRCP 54(B) | 7/14/2020 | VII     | JA001719 - 001722 |
| ORDER DENYING MOTION TO INTERVENE  | 5/1/2019  | VI      | JA001394 - 001397 |
| ORDER DENYING MOTION FOR RECONSIDERATION   | 4/19/2019 | VI      | JA001387 - 001393 |
| ORDER GRANTING MOTION TO CERTIFY ORDER PURSUANT TO RULE 54(B)  | 9/30/2020 | VII     | JA001726 - 001729 |
| ORDER OF REMAND FROM FEDERAL COURT   | 7/12/2018 | III     | JA000560 - 000565 |
| ORDER SETTING STATUS CHECK   | 7/15/2019 | VI      | JA001419 - 001420 |
| ORDER SETTING STATUS CHECK   | 4/23/2020 | VII     | JA001614 - 001615 |

|  |            |     |                      |
|--|------------|-----|----------------------|
| ORDER TO STATISTICALLY CLOSE<br>CASE   | 9/26/2017  | III | JA000558 -<br>000559 |
| RENEWED MOTION TO CERTIFY<br>ORDER PURSUANT TO NRCP 54(B)  | 6/30/2020  | VII | JA001708 -<br>001718 |
| REPLY IN SUPPORT OF MOTION TO<br>CERTIFY PURSUANT TO NRCP 54(B)  | 6/21/2019  | VI  | JA001411 -<br>001417 |
| REPLY IN SUPPORT OF MOTION TO<br>DISMISS OR IN THE ALTERNATIVE<br>MOTION FOR SUMMARY JUDGMENT<br>FILED BY FIRST 100, LLC | 10/7/2019  | VII | JA001544 -<br>001556 |
| REPLY IN SUPPORT OF MOTION FOR<br>PARTIAL SUMMARY JUDGMENT   | 8/22/2018  | VI  | JA001281 -<br>001303 |
| REPLY IN SUPPORT OF MOTION FOR<br>RECONSIDERATION FILED BY OMNI<br>FINANCIAL   | 11/27/2018 | VI  | JA001371 -<br>001384 |
| SUMMONS ISSUED TO FIRST 100, LLC   | 6/19/2017  | I   | JA000025 -<br>000026 |
| SUMMONS ISSUED TO OMNI<br>FINANCIAL, LLC   | 6/19/2017  | I   | JA000027 -<br>000028 |
| TRANSCRIPT FROM HEARING RE:<br>KAL-MOR-USA'S MOTION FOR<br>PARTIAL SUMMARY JUDGEMENT                                     | 8/27/2018  | VII | JA001740 -<br>001783 |
| TRANSCRIPT FROM HEARING ON<br>MOTION RE: MOTION FOR<br>RECONSIDERATION OF PARTIAL<br>SUMMARY JUDGMENT                    | 3/20/2019  | VII | JA001784 -<br>001812 |

Dated this 8<sup>th</sup> day of April 2021.

**HOWARD & HOWARD ATTORNEYS PLLC**

By: /s/ Brian J. Pezzillo

BRIAN J. PEZZILLO, ESQ.

Nevada Bar No. 007136

ROBERT HERNQUIST, ESQ.

Nevada Bar No. 010616

3800 Howard Hughes Pkwy., Ste. 1000

Las Vegas, Nevada 89169

*Attorneys for Appellant Omni Financial, LLC*

## **CERTIFICATE OF SERVICE**

I hereby certify that on the 8<sup>th</sup> day of April, 2021, a true and correct copy of the foregoing **JOINT APPENDIX (Volume III)** was served by the following method(s):

**XXX BY ELECTRONIC MEANS:** by electronically filing and serving with the court's vendor pursuant to NRAP 14(f).

/s/ Anya Ruiz

---

An employee of Howard & Howard Attorneys PLLC

## **SERVICE LIST**

Bart K. Larsen, Esq.  
SHEA & LARSEN  
1731 Village Center Circle, Suite 150  
Las Vegas, NV 89134  
*Attorneys for Kal-Mor-USA, LLC*

Danielle J. Barraza, Esq.  
MAIER GUTIERREZ & ASSOCIATES  
8816 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for First 100, LLC*



(2) - 1

APN 163-24-612-500

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inst #: 20150413-0002888

Fee: \$17.00 N/C Fee: \$0.00

RPTT: \$204.00 Ex: #

04/13/2016 03:17:58 PM

Receipt #: 2383139

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

### DEED OF SALE

**THIS INDENTURE WITNESSETH:** That first party

**First 100, LLC**

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

**Kal-Mor-USA, LLC**

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

**WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 968**

And commonly known as 4400 Sandy River Drive #16, Las Vegas, NV 89103.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

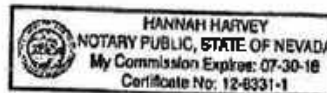
By: 

Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10<sup>th</sup> 2015, by Carlos Cardenas

  
Notary Public



JA000501

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

a. 163-24-012-600

b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

**2. Type of Property:**

- |   |  |
|---|--|
| a. <input type="checkbox"/> Vacant Land             | b. <input type="checkbox"/> Single Fam. Res. |
| c. <input checked="" 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      |
| <input type="checkbox"/> Other                      |  |

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 338,963.00

**b. Deed in Lieu of Foreclosure Only (value of property)** \_\_\_\_\_

**c. Transfer Tax Value:**

\$ 38,963.00

**d. Real Property Transfer Tax Due:**

\$ 204.18

**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 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 Christina Bernard Capacity: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV Zip: 89041

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

Print Name: Kai Mor USA

Address: 576 Middleton Way

City: Coldstream,

State: BC V1B3W8 Zip: \_\_\_\_\_

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

Print Name: Christina Bernard

Escrow # \_\_\_\_\_

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV

Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000502

## **EXHIBIT 21**

Inst #: 201012030002111

Fees: \$15.00 N/C Fee: \$25.00

RPTT: \$0.00 Ex: #003

12/03/2010 12:09:30 PM

Receipt #: 998979

Requestor:

CAMCO

Recorded By: RNS Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded mail to and  
Mail Tax Statements to:  
Tierra Mesa Homeowners Association  
C/O CAMCO  
PO Box 12117  
Las Vegas, NV, 89111

A.P.N. No. 140-21-611-018  
Trustee Sale No. 16342-5782

*Corrective (201011030000595)*  
**TRUSTEE'S DEED UPON SALE - legal description**

The Grantee (Buyer) herein was Foreclosing Beneficiary: Tierra Mesa Homeowners Association  
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): \$3,008.96  
The amount paid by the Grantee (Buyer) at the Trustee's Sale: \$2,008.96  
The Documentary Transfer Tax: \$43.35  
Property address: 5752 Camino Ramon Ave., Las Vegas, NV 89156  
Said property is in [ ] unincorporated area: City of Las Vegas  
Trustor (Former Owner that was foreclosed on): Elizabeth Braden

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded June 16, 2009 as instrument number 0004398, in Clark County, does hereby grant, without warranty expressed or implied to: Tierra Mesa Homeowners Association (Grantee), all its right, title and interest in the property legally described as:

*Exhibit A*

**TRUSTEE STATES THAT:**

This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on October 27, 2010 at the place indicated on the Notice of Trustee's Sale.

*[Signature]*  
Branke Jettie

Signature of AUTHORIZED AGENT for Alessi & Koenig, LLC

State of Nevada }  
County of Clark }

SUBSCRIBED and SWORN to before me *Nw. 11, 2010*

WITNESS my hand and official seal.

(Seal)



*[Signature]*  
(Signature)

JA000504

140-21-611-018

**EXHIBIT A**

**PARCEL ONE (1):**

LOT SIXTY (60) IN BLOCK TWO (2), OF TIERRA MESA AS SHOWN BY MAP ON FILE IN BOOK 108 OF PLATS, PAGE 24 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL TWO (2):**

A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1)

JA000505

STATE OF NEVADA  
DECLARATION OF VALUE

## 1. Assessor Parcel Number(s)

a) 140-21-611-018  
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  
Other \_\_\_\_\_

## FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument #:

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

## 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 03b. Explain Reason for Exemption: re-record with correct legal description

## 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 Kelly MitchellCapacity Grantee

Signature \_\_\_\_\_

Capacity \_\_\_\_\_

## SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Alessia Koenig LLCAddress: 9500 W Flamingo Rd #100City: Las VegasState: NV Zip: 89147

## BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Tierra Mesa HOAAddress: PO Box 12117City: Las VegasState: NV Zip: 89112

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

Print Name: CAMCOEscrow # N/A - foreclosureAddress: PO Box 12117City: Las VegasState: NVZip: 89112

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000506

## **EXHIBIT 22**

Inet #: 20140811-0000974  
Fee: \$19.00 N/C Fee: \$0.00  
RPTT: \$311.10 Ex: #  
08/11/2014 08:46:17 AM  
Receipt #: 2116470  
Requestor:  
ABSOLUTE COLLECTION SERVICE  
Recorded By: ANI Pgs: 4  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 140-21-611-018

WHEN RECORDED MAIL DEED AND  
TAX STATEMENTS TO:

First 100 LLC  
10620 Southern Highlands Pkwy Ste 110-485  
Las Vegas, NV 89141

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED**

THIS QUITCLAIM DEED made on August 8, 2014, between Tierra Mesa HOA c/o CAMCO PO Box 12117, Las Vegas, NV 89112 and First 100 LLC, 10620 Southern Highlands Pkwy, Ste 110-485, St. Las Vegas, NV 89141.

That for and in the consideration of the sum of NINE THOUSAND ONE HUNDRED NINETY-SIX DOLLARS AND 51/100 CENTS (\$9,196.51) the receipt of which is hereby acknowledged, Tierra Mesa HOA does hereby release, remise and forever quitclaim unto First 100 LLC all of his interest, if any, in that certain real property commonly known as:

**5782 Camino Ramon Ave., Las Vegas, NV 89158**

Legally described as follows:

Lot 60, Block 2, as per map recorded in Plat Book 108, Page 24, as shown in the Office of the County Recorder of Clark County Nevada

Together with all the tenements, hereditaments, and appurtenances thereunto belonging, and the reversions, remainders, rents, issues, and profits thereof. To have and to hold, all and singular the premises, with the appurtenances, unto First 100 LLC and his/her heirs and assigns forever.

In witness whereof, Tierra Mesa HOA has hereunto this 8th day of AUGUST and 2014 as set forth above.

JA000508




State of Nevada )ss

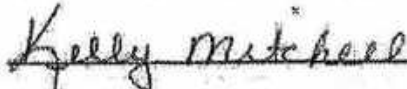
County of Clark )ss

I, Richard Kaye, being first duly sworn, deposes and says:

That I am the authorized representative of Tierra Mesa HOA in the above-entitled action; that I have read the foregoing and know the contents thereof, and that the same is true of my knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.

  
Richard Kaye, Agent for Tierra Mesa HOA

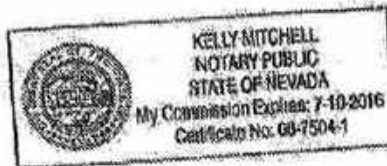
Subscribed and sworn to before me this 8th DAY OF August, 2014.



Kelly Mitchell, Notary Public

My Commission Expires: 7/10/16

Certificate No: 08-7504-1



140-21-611-018

**EXHIBIT A**

**PARCEL ONE (1):**

**LOT SIXTY (60) IN BLOCK TWO (2), OF TIERRA MESA AS SHOWN BY MAP ON  
FILE IN BOOK 108 OF PLATS, PAGE 24 IN THE OFFICE OF THE COUNTY  
RECORDER OF CLARK COUNTY, NEVADA.**

**PARCEL TWO (2):**

**A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND  
ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE  
PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED  
HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1)**

JA000510

**STATE OF NEVADA  
DECLARATION OF VALUE**
**1. Assessor Parcel Number(s)**

a. 140-21-611-018

b.

c.

d.

**2. Type of Property:**

- |  |   |
|--|---|
| a. <input type="checkbox"/> Vacant Land  | b. <input checked="" 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**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3. a. Total Value/Sales Price of Property**

\$ 9,186.51

**b. Deed in Lieu of Foreclosure Only (value of property)**
**c. Transfer Tax Value:**

\$ 60,823.00

**d. Real Property Transfer Tax Due**

\$ 311.10

**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 Keely Mitchell Capacity: Grantor

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: Tierra Mesa HOA

Address: PO Box 12117

City: Las Vegas

State: NV

Zip: 89112

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

Print Name: First 100 LLC

Address: 10620 Southern Highlands Pkwy #110 -485

City: Las Vegas

State: NV

Zip: 89141

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

Print Name: Absolute Collection Svs

Address: 8440 Skypointe Dr Ave 140-154

City: Las Vegas

Escrow # N/A-foreclosure

State: NV

Zip: 89131

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000511

## **EXHIBIT 23**

② -1

APN 140-21-611-018

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

Inet #: 20150409-0000741  
Fee: \$17.00 N/C Fee: \$0.00  
RPTT: \$648.26 Ex: #  
04/09/2015 09:16:12 AM  
Receipt #: 2379093  
Requestor:  
FIRST 100 LLC  
Recorded By: SHAWA Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**DEED OF SALE**

THIS INDENTURE WITNESSETH: that first party

**FIRST 100, LLC**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

**KAL-MOR-USA, LLC**

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

Lot 60, Block 2, as per map recorded in Plat Book 108, Page 24, as shown  
in the Office of the County Recorder of Clark County Nevada

and commonly known as 5782 Camino Ramon Ave, Las Vegas, Nevada 89156.


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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 6, 2015,

By: 

NOTARY PUBLIC



JA000513

**STATE OF NEVADA  
DECLARATION OF VALUE**
**1. Assessor Parcel Number(s)**

a. 140-21-611-018

b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

**2. Type of Property:**

- |  |   |
|--|---|
| a. <input type="checkbox"/> Vacant Land  | b. <input checked="" 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                 |
| Other _____                              |   |

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 21,288.00 107,211 AA

b. Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )

c. Transfer Tax Value:

\$ 21,288.00 107,211 AA

d. Real Property Transfer Tax Due

\$ 400.00 598.25 AA
**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV Zip: 89141
**BUYER (GRANTEE) INFORMATION  
(REQUIRED)**

Print Name: KAL-MOR-USA, LLC.

Address: 576 Middleton Way

City: Coldstream, BC

State: Canada Zip: BCV1B3W8
**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**

Print Name: First 100, LLC

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

Escrow # \_\_\_\_\_

State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000514

## **EXHIBIT 24**

JOINTLY SUBMITTED

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

FIRST 100, LLC, a Nevada limited liability company; 1<sup>st</sup> ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited liability company; PRENPOINCIANA, LLC, a foreign limited liability company; DOES I through X and ROE ENTITIES I through X;

Defendants.

AND ALL RELATED CLAIMS

Case No. 2:16-cv-00099-RFB-(CWH)

Related Case No. 2:16-cv-00109-RFB-CWH  
(Jointly Administered Cases)

STIPULATED JUDGMENT

COME NOW, (1) Plaintiffs and Counter-Defendants First 100, LLC ("First 100") and 1<sup>st</sup> One Hundred Holdings, LLC ("Holdings," and together with First 100, the "Plaintiffs"), by and through their undersigned attorneys, Maier Gutierrez Ayon; (2) Third-Party Defendants Holdings, Jay Bloom, Carlos Cardenas, Christopher Morgando, and Matthew Farkas (collectively, the "Guarantors"), by and through their undersigned attorneys, Maier Gutierrez Ayon, (3) Defendant, Counterplaintiff, and Third Party Plaintiff Omni Financial, LLC ("Omni"), by and through its undersigned attorneys, Howard & Howard Attorneys PLLC, (4) Defendants PrenPoinciana, LLC and Prentice Lending II LLC (collectively, "PrenPoinciana"), by and through their undersigned attorneys, Greenberg Traurig, LLP; and (5) Plaintiffs KAL-MOR-USA LLC and GFY Management LLC (in Case No. 2:16-cv-00109) (collectively, "Kal-Mor(GFY)"), by and through their undersigned attorneys, Kolesar & Leatham.

HOWARD & HOWARD ATTORNEYS, PLLC

3900 Howard Hughes Parkway, Suite 1000  
Las Vegas, Nevada 89169  
(702) 257-1483 FAX: (702) 567-1568



RECITALS

On January 15, 2016, First 100 filed a complaint asserting various claims for relief (the "Claims") against Omni and PrenPoinciana in the Eighth Judicial District Court in Clark County, Nevada (the "Lawsuit"), seeking an *ex parte* temporary restraining order stopping a foreclosure sale which Omni had previously noticed. Omni removed the Lawsuit to the U.S. District Court for the District of Nevada (the "District Court") (Notice of Removal, ECF No. 1),<sup>1</sup> where it is known as Case No. 2:16-cv-00099. On February 9, 2016, the Lawsuit was consolidated with a separate action filed by Kal-Mor USA LLC (which had also been removed by Omni and is Case No. 2:16-cv-00109, and which case constitutes part of the defined term, the "Lawsuit"). On June 15, 2016, Defendant Omni filed its Answer to First 100, LLC's Complaint and Counterclaim and Third-Party Complaint (ECF 99), asserting various counterclaims and third-party claims for relief against the Plaintiffs and Guarantors (the "Counterclaims and Third-Party Claims").

As set forth in extensive detail in the pleadings and papers in the Lawsuit, numerous disputes (collectively, the "Disputes") have arisen between Plaintiffs, Defendants, and Guarantors regarding, for example:<sup>2</sup>

(a) First 100's default on a line of credit loan extended by Omni pursuant to a loan agreement and other transaction documents dated May 27, 2014;

(b) the ownership, management, and control of certain homeowner association liens/receivables ("HOA Receivables") those acquired from the Association of Poinciana Villages ("APV") and (i) relating to the calendar year 2013 (the "2013 Receivables"), (ii) relating to the calendar years 2014-2015 (the "2014-2015 Receivables") and (iii) certain additional properties previously managed by Association Capital Resources, LLC (the "ACR Receivables");

(c) the ownership, management, and control of all other HOA Receivables owned all other HOA Receivables owned by First 100 from time to time from the inception of the Omni loan through the date hereof, if and to the extent serviced by the McCabe Firm, including those relating

<sup>1</sup> All references herein to "ECF" numbers are to filings in Case No. 2:16-cv-00099.

<sup>2</sup> This list is not exhaustive.

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1 to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve,  
2 Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove) (collectively, the  
3 "Additional HOA Receivables");

4 (d) the ownership, management, and control of First 100's other personal property;

5 (e) the reasonableness of Omni's foreclosure sale on May 25, 2016 regarding such  
6 HOA Receivables and other personal property; and

7 (f) Omni's first-priority security interest, as beneficiary, under deeds of trust in various  
8 real properties previously or currently owned by First 100.

9 Without admitting liability, the Parties waive the entry of findings of fact and conclusions  
10 of law by the Court and voluntarily consent to the entry of this Stipulated Judgment fully resolving  
11 the Lawsuit, Disputes, Claims, Counterclaims, and Third-Party Claims.

12 NOW, THEREFORE, it is accordingly ORDERED, ADJUDGED, and DECREED that:

13 1. First 100 owes Omni a stipulated judgment debt in the amount of Four Million  
14 Eight Hundred Thousand Dollars (USD \$4,800,000), but which amount could increase by a  
15 specific sum if certain conditions subsequent were not met.

16 2. Omni is the absolute owner of all right, title, and interest in the 2013 Receivables  
17 2014-2015 Receivables, and Additional HOA Receivables, including without limitation (a) all  
18 future proceeds arising therefrom, (b) all undisbursed proceeds thereof being held by any third  
19 party, regardless of how such proceeds may have previously been allocated among the Parties, and  
20 (c) any rights or privileges enjoyed by, or benefiting, First 100 with respect to those HOA  
21 Receivables, including rights or privileges under any continuing powers of attorney granted by a  
22 third party.

23 3. The prior Order entered in this action on April 18, 2016 [ECF No. 60] is hereby  
24 vacated, and the restrictions set forth therein upon the distribution of HOA Receivables and the  
25 proceeds thereof are null and void. The HOA Receivables and all proceeds derived therefrom  
26 (meaning, for example, all undisbursed proceeds held by the McCabe law firm) may be disbursed  
27 upon the unilateral instructions of the Party(ies) in accordance with this Stipulated Judgment and  
28

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1 the Stipulated Judgment entered in Case No. 2:16-cv-00109 on January 2, 2017 [ECF No. 58].

2 4. Upon full repayment of the stipulated judgment debt, Omni shall return or release  
3 to First 100 (i) any and all interest in the 2013 Receivables, the 2014-2015 Receivables, and  
4 Additional HOA Receivables; (ii) all remaining liens in First 100's claims and litigation; (iii) four  
5 specific real properties in Nevada, to First 100 or its Affiliate; and (iv) all real property derived  
6 from foreclosure actions on any of the HOA Receivables conveyed.

7 5. The Lawsuit and any and all Disputes, Claims, Counterclaims, and Third-Party  
8 Claims are hereby dismissed with prejudice.

9 6. This judgment shall not preclude or otherwise impair any claim or defense that may  
10 exist or arise between or among the Parties with respect to a breach of the Settlement Agreement.  
11 The Court hereby retains jurisdiction (over the Parties, the Lawsuit, the Disputes, Claims,  
12 Counterclaims, and Third-Party Claims, and the Settlement Agreement (and alleged breaches  
13 thereof)), to hear any further proceedings regarding the same, if necessary or appropriate.

14 7. Each Party bears responsibility for its own fees and costs incurred in connection  
15 with this matter (including, in particular, the Lawsuit).

16 8. The two monetary bonds deposited with the Clerk of the Court during the Lawsuit,  
17 by First 100 (in the amount of \$15,000, deposited on January 21, 2016 (ECF 13-14)) and Omni (in  
18 the amount of \$1,000, deposited on June 28, 2016 (ECF 131-32)), are to be immediately released  
19 to Omni.

20 **ORDER**

21 **IT IS SO ORDERED.**

22 Dated: February 16, 2017.

23  
24   
25 **RICHARD F. BOULWARE, II**  
26 **United States District Judge**  
27

HOWARD & HOWARD ATTORNEYS, PLLC

3800 Howard Hughes Parkway, Suite 1000  
Las Vegas, Nevada 89169  
(702) 257-1483 FAX: (702) 567-1588

Approved as to form and content by:

Dated: February 14, 2017

**HOWARD & HOWARD ATTORNEYS  
PLLC**

By: /s/ Robert Hernquist  
Robert Hernquist  
Nevada Bar No. 10616  
Mark Gardberg  
Nevada Bar No. 10879  
Wells Fargo Tower, Suite 1000  
3800 Howard Hughes Parkway  
Las Vegas, Nevada 89169-5980

*Attorneys for Defendant, Counterplaintiff,  
and Third Party Plaintiff Omni Financial  
LLC*

Dated: February 14, 2017

**GREENBERG TRAUIG, LLP**

By: /s/ Christopher Miltnerberger  
Christopher Miltnerberger  
Nev. Bar No. 10153  
3773 Howard Hughes Parkway, #400  
Las Vegas, NV 89169

*Attorneys for Defendants PrenPoinciuna,  
LLC and Prentice Lending II LLC*

Dated: February 14, 2017

**MAIER GUTIERREZ AYON**

By: /s/ Joseph A. Gutierrez  
Joseph A. Gutierrez  
Nevada Bar No. 9046  
Jason R. Maier, Nevada Bar No. 8557  
8816 Spanish Ridge Avenue  
Las Vegas, Nevada 89148

*Attorneys for (1) Plaintiffs and  
Counterdefendants First 100, LLC and  
1st One Hundred Holdings, LLC and (2)  
Third-Party Defendants 1st One Hundred  
Holdings, LLC, Jay Bloom, Carlos  
Cardenas, Christopher Morgando, and  
Matthew Farkas*

Dated: February 14, 2017

**KOLESAR & LEATHAM**

By: /s/ Bart K. Larsen  
Bart K. Larsen  
Nevada Bar No. 08538  
400 South Rampart Blvd., Suite 400  
Las Vegas, Nevada 89145

*Attorneys for Plaintiffs KAL-MOR-USA LLC  
and GFY Management LLC (in Case No.  
2:16-cv-00109)*

## **EXHIBIT 25**

# Howard & Howard

law for business

Ann Arbor

Chicago

Detroit

Las Vegas

Portland

direct dial: 702.667.4842

Mark Gardberg  
Attorney / Partner

email: [mgardberg@howardandhoward.com](mailto:mgardberg@howardandhoward.com)

September 29, 2016

**BY CERTIFIED MAIL**

**LEGAL NOTIFICATION TO PAY  
RENTS TO PERSON OTHER THAN LANDLORD**

**Tenant (if known):** Unknown – John/Jane Does 1-10  
**Property Occupied by Tenant (the "Premises"):** Unknown – John/Jane Does 1-10  
**Assignment of Rents Governing the Premises:** Deed of Trust dated: June 17, 2014  
5295 Indian River Dr. Unit 314, Las Vegas NV 89103-8705  
Recorded in the Official Records of Clark County, Nevada  
as Book/Instrument No.: 20140718-0001253 on July 18, 2014

**Landlord:** First 100, LLC  
**Assignee:** Omni Financial, LLC  
1260 41<sup>st</sup> Ave Suite O  
Capitola, CA 95010  
Attention: Kimberlee Kay  
Tel. No.: (831) 464-5013  
Fax No.: (831) 462-1618  
Email: [kkay@shermanandboone.com](mailto:kkay@shermanandboone.com)

Dear Sir or Madam:

This law firm represents Omni Financial, LLC (the "Assignee"). Pursuant to NRS Chapter 107A, and specifically NRS 107A.280, please note the following:

1. The Assignee named above has become the person entitled to collect your rents on the Premises listed above under that Assignment of Rents specified above. (See NRS 107A.230(1).) You may obtain additional information about the Assignment of Rents and the Assignee's right to enforce it at the address listed above.
2. The Landlord is in default under the Assignment of Rents. Under the Assignment of Rents, the Assignee is entitled to collect rents from the Premises.
3. This notification affects your rights and obligations under the written or oral lease, or other type of agreement, under which you occupy the Premises (your "Agreement"). In order to provide you with an opportunity to consult with a lawyer, if your next scheduled rental payment is due within

Page 2 of 2

30 days after you receive this notification, neither the Assignee nor the Landlord can hold you in default under your Agreement for nonpayment of that rental payment until 10 days after the due date of that payment or 30 days following the date you receive this notification, whichever occurs first. You may consult a lawyer at your expense concerning your rights and obligations under your Agreement and the effect of this notification.

4. *You must pay to the Assignee (Omni Financial, LLC) at the address listed above all rents under your Agreement which are due and payable on the date you receive this notification and all rents accruing under your Agreement after you receive this notification. If you pay rents to the Assignee after receiving this notification, the payment will satisfy your rental obligation to the extent of that payment.*
5. Unless you occupy the Premises as your primary residence, if you pay any rents to the Landlord after receiving this notification, your payment to the Landlord will not discharge your rental obligation, and the Assignee may hold you liable for that rental obligation notwithstanding your payment to the Landlord.
6. If you have previously received a notification from another person that also holds an assignment of the rents due under your Agreement, you should continue paying your rents to the person that sent that notification until that person cancels that notification. Once that notification is cancelled, you must begin paying rents to the Assignee in accordance with this notification.
7. Your obligation to pay rents to the Assignee will continue until you receive either:
  - (a) a written order from a court directing you to pay the rent in a manner specified in that order, or
  - (b) written instructions from the Assignee cancelling this notification.

In the event a foreclosure occurs, the Assignee may consider allowing you to continue occupying the property, provided that the lease has fair market terms, you pay rents to Assignee in a timely manner, and the property is well maintained. Attached to this letter is a rental application for you to complete and return with your first check sent to Omni.

*Please immediately contact Ms. Kay at the contact details on the first page to discuss this matter in more detail. She looks forward to hearing from you.*

Sincerely,



Mark J. Gaidberg

cc Joseph A. Gutierrez  
MAIER GUTIERREZ AYON  
400 S. Seventh Street, # 400  
Las Vegas, NV 89101

Wynn Realty Group  
Attention: Marc Gisi  
7495 W. Azure Ave., # 214  
Las Vegas NV 89130

Bart K. Larsen  
KOLESAR & LEATHAM  
400 S. Rampart Boulevard, # 400  
Las Vegas, Nevada 89145

---

**Howard & Howard**  
law for business

JA000523



# **APPLICATION TO RENT/SCREENING FEE** (C.A.R. Form LRA, Revised 12/15)

## **1. APPLICATION TO RENT**

**THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANCIPATED MINOR.**

1. Applicant is completing Application as a (check one) ☐ tenant, ☐ tenant with co-tenant(s) or ☐ guarantor/co-signor.  
Total number of applicants \_\_\_\_\_

### **2. PREMISES INFORMATION**

Application to rent property at 5295 Indian River Dr Unit 314, Las Vegas, NV 89169-8705 ("Premises")  
Rent \$ \_\_\_\_\_ per \_\_\_\_\_ Proposed move-in date \_\_\_\_\_

### **3. PERSONAL INFORMATION**

A. FULL NAME OF APPLICANT \_\_\_\_\_

B. Date of Birth \_\_\_\_\_ (For purposes of obtaining credit reports. Age discrimination is prohibited by law.)

C. 1. Driver's License No. \_\_\_\_\_ State \_\_\_\_\_ Expires \_\_\_\_\_

2. See section II for Social Security Number

D. Phone Number: Home \_\_\_\_\_ Work \_\_\_\_\_ Other \_\_\_\_\_

E. Email \_\_\_\_\_

F. Name(s) of all other proposed occupant(s) and relationship to applicant \_\_\_\_\_

G. Pet(s) (number and type) \_\_\_\_\_

H. Auto: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ License No. \_\_\_\_\_ State \_\_\_\_\_ Color \_\_\_\_\_

Other vehicle(s): \_\_\_\_\_

I. In case of emergency, person to notify \_\_\_\_\_

Relationship \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

J. Does applicant or any proposed occupant plan to use liquid-filled furniture? ☐ No ☐ Yes Type \_\_\_\_\_

K. Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years? ☐ No ☐ Yes

If yes, explain \_\_\_\_\_

L. Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony? ☐ No ☐ Yes

If yes, explain \_\_\_\_\_

M. Has applicant or any proposed occupant ever been asked to move out of a residence? ☐ No ☐ Yes

If yes, explain \_\_\_\_\_

### **4. RESIDENCE HISTORY**

Current address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Name of Landlord/Manager \_\_\_\_\_

Landlord/Manager's phone \_\_\_\_\_

Do you own this property? ☐ No ☐ Yes

Reason for leaving current address \_\_\_\_\_

Previous address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Name of Landlord/Manager \_\_\_\_\_

Landlord/Manager's phone \_\_\_\_\_

Did you own this property? ☐ No ☐ Yes

Reason for leaving this address \_\_\_\_\_

### **5. EMPLOYMENT AND INCOME HISTORY**

Current employer \_\_\_\_\_

Current employer address \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

Supervisor \_\_\_\_\_

Supervisor phone \_\_\_\_\_

Employment gross income \$ \_\_\_\_\_ per \_\_\_\_\_

Other income info \_\_\_\_\_

Previous employer \_\_\_\_\_

Prev. employer address \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

Supervisor \_\_\_\_\_

Supervisor phone \_\_\_\_\_

Employment gross income \$ \_\_\_\_\_ per \_\_\_\_\_

Other income info \_\_\_\_\_

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Applicant's Initials (\_\_\_\_\_) (\_\_\_\_\_) \_\_\_\_\_



LRA REVISED 12/15 (PAGE 1 OF 2)

**APPLICATION TO RENT/SCREENING FEE (LRA PAGE 1 OF 2)**

Member & Broker REALTORS®, 1240 43rd Ave., Ste D, Capitola, CA 95010 Phone: (831) 464-3631 Fax: (831) 463-1618 First 100 rental  
Member Broker Produced with rfpForm® by zipLogic, 18070 Fillion Rd, Fraser, Michigan 48020 WWW.ZIPLOGIC.COM

JA000524



Property Address: 6295 Indian River Dr Unit 304, Las Vegas, NV 89120-8706

Date: \_\_\_\_\_

**6. CREDIT INFORMATION**

| Name of creditor | Account number | Monthly payment | Balance due |
|------------------|----------------|-----------------|-------------|
|                  |                |                 |             |
|                  |                |                 |             |

| Name of bank/branch | Account number | Type of account | Account balance |
|---------------------|----------------|-----------------|-----------------|
|                     |                |                 |                 |
|                     |                |                 |                 |

**7. PERSONAL REFERENCES**

Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Length of acquaintance \_\_\_\_\_ Occupation \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Length of acquaintance \_\_\_\_\_ Occupation \_\_\_\_\_

**8. NEAREST RELATIVE(S)**

Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Relationship \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Relationship \_\_\_\_\_

Applicant understands and agrees that: (i) this is an application to rent only and does not guarantee that applicant will be offered the Premises; (ii) Landlord or Manager or Agent may accept more than one application for the Premises and, using their sole discretion, will select the best qualified applicant, and (iii) Applicant will provide a copy of applicant's driver's license upon request.

Applicant represents the above information to be true and complete, and hereby authorizes Landlord or Manager or Agent to: (i) verify the information provided; and (ii) obtain a credit report on applicant and other reports, warnings and verifications on and about applicant, which may include, but not be limited to, criminal background checks, reports on unlawful detainers, bad checks, fraud warnings, employment and tenant history. Applicant further authorizes Landlord or Manager or Agent to disclose information to prior or subsequent owners and/or agents.

If application is not fully completed, or received without the screening fee: (i) the application will not be processed, and (ii) the application and any screening fee will be returned.

Applicant \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Return your completed application and any applicable fee not already paid to: \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**II. SCREENING FEE**

**THIS SECTION TO BE COMPLETED BY LANDLORD, MANAGER OR AGENT.**

Applicant Social Security Number: \_\_\_\_\_ Applicant has paid a nonrefundable screening fee of \$ \_\_\_\_\_.  
 applied as follows: (The screening fee may not exceed \$30.00, adjusted annually from 1-1-98 commensurate with the increase in the Consumer Price Index. A CPI inflation calculator is available on the Bureau of Labor Statistics website, [www.bls.gov](http://www.bls.gov). The California Department of Consumer Affairs calculates the applicable screening fee amount to be \$44.50 as of 2012.)

\$ \_\_\_\_\_ for credit reports prepared by \_\_\_\_\_  
 \$ \_\_\_\_\_ for \_\_\_\_\_ (other out-of-pocket expenses); and  
 \$ \_\_\_\_\_ for processing.

The undersigned has read the foregoing and acknowledges receipt of a copy.

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

The undersigned has received the screening fee indicated above.

Landlord or Manager or Agent Signature \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_  
 Date \_\_\_\_\_

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Revised by \_\_\_\_\_ Date \_\_\_\_\_



**LRA REVISED 12/15 (PAGE 2 OF 2)**

**APPLICATION TO RENT/SCREENING FEE (LRA PAGE 2 OF 2)**

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Form 990 (rev. 11)

JA000525

## **EXHIBIT 26**

JA000526



## Nevada Title Company

May 16, 2017

THE BANK OF NEW YORK MELLON  
C/O: WRIGHT FINLAY & ZAK LLP  
MICHAEL S. KELLY  
7785 WEST SAHARA AVENUE SUITE 200  
LAS VEGAS, NV 89117

RE: FORECLOSURE PROCEEDING NO.: 17-04-0101-FCL

YOU ARE HEREBY NOTIFIED that the holder of the obligation secured by the Deed(s) of Trust listed in the attached Notice of Breach and Election to Sell under Deed of Trust, has executed and delivered to the undersigned, as duly appointed or substituted Trustee under said Deed(s) of Trust, a Declaration of Default and a NOTICE OF BREACH AND ELECTION TO SELL under Deed(s) of Trust to satisfy the obligations secured thereby, said notice having been recorded on May 15, 2017.

PROPERTY IN FORECLOSURE MAY BE SOLD WITHOUT ANY COURT ACTION.

You may have the legal right to cure the breach of the obligation plus pay permitted costs and expenses. Please contact our office for the applicable date as provided by Nevada Revised Statutes Chapter 107.

For information as to the amount you must pay to cure the breach of the obligation and to arrange for payment, or if your property is in foreclosure for any other reason, contact the undersigned immediately. All payments for redemption should be deposited with NEVADA TITLE COMPANY by bank CASHIER'S CHECK or WIRE TRANSFER.

YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NEVADA TITLE COMPANY

By: *Michele Dobar*  
Michele Dobar  
Trustee Sales

Certified Mail  
Return Receipt Requested

2500 N. Buffalo Drive, Suite 150, Las Vegas, NV 89128-7851 702-251-5236 FAX: 702-938-1900

JA000527

APN: 124-26-311-029, 141-10-511-072, 140-22-817-093,  
140-22-817-095, 142-16-810-355, 142-16-810-047,  
177-20-813-127, 140-23-217-065, 124-34-512-057,  
143-24-612-588, 143-24-612-639, 143-24-612-798,  
143-24-612-500, 124-17-313-075, 179-17-611-091,  
179-17-611-076, 179-17-611-044, 138-28-613-007,  
138-27-413-052, 143-05-415-200, 179-31-714-007,  
142-11-511-093 and 140-21-611-018

**Property Addresses:**

1217 Neva Ranch Ave., North Las Vegas, NV 89031  
4575 Shining Sand Ave., Las Vegas, NV 89142  
30 Strada Di Villaggio Unit 321, Henderson, NV 89011  
30 Strada Di Villaggio Unit 323, Henderson, NV 89011  
230 E. Flamingo Rd. 330, Las Vegas, NV 89169  
210 E. Flamingo Rd. 209, Las Vegas, NV 89169  
2615 W. Gary Ave. 1065, Las Vegas, NV 89123  
6800 E. Lake Mead Blvd 1033, Las Vegas, NV 89156  
5520 Hidden Rainbow St., North Las Vegas, NV 89031  
4921 Indian River Dr. 112, Las Vegas, NV 89103  
5009 Indian River Dr. 155, Las Vegas, NV 89103  
5295 Indian River Dr. 314, Las Vegas, NV 89103  
4400 Sandy River Dr. 16, Las Vegas, NV 89103  
7533 Unthville St., North Las Vegas, NV 89084  
601 Cabrillo Cir. Ut 1291, Henderson, NV 89015  
601 Cabrillo Cir. Ut 1076, Henderson, NV 89015  
601 Cabrillo Cir. Ut 644, Henderson, NV 89015  
1204 Observation Dr. Ut 102, Las Vegas, NV 89128  
101 Luna Way Ut 145, Las Vegas, NV 89145  
2200 S. Fort Apache Rd. Ut 1104, Las Vegas, NV 89117  
665 Monument Point St., Henderson, NV 89002  
2080 Karen Ave 93, Las Vegas, NV 89109  
5782 Camino Ramon Ave, Las Vegas, NV 89156

**RETURN TO/TRUSTEE CONTACT INFO:**  
NEVADA TITLE COMPANY  
2500 N. BUFFALO DRIVE NO. 150  
LAS VEGAS, NEVADA 89128  
(702) 251-5234

**NOTICE OF BREACH AND ELECTION TO SELL UNDER DEEDS OF TRUST**

FORECLOSURE NO.: 17-04-0101-FCL

NOTICE IS HEREBY GIVEN:

That Nevada Title Company, a Nevada Corporation, is the current Trustee under a Deed of Trust dated May 27, 2014, recorded in Book 20140529, as Document No. 0001342, re-recorded in Book 20170424 as Document No. 0000178; a Deed of Trust dated June 17, 2014, recorded in Book 20140718, as Document No. 0001253, re-recorded in Book 20170424 as Document No. 0000179; a Deed of Trust dated June 17, 2014, recorded in Book 20140724, as Document No. 0001268, re-recorded in Book

**Inst #: 20170515-0000474**

**Fees: \$223.00**

**N/C Fee: \$25.00**

**05/15/2017 08:04:04 AM**

**Receipt #: 3084511**

**Requestor:**

**NEVADA TITLE LAS VEGAS**

**Recorded By: CHONGMA Pgs: 7**


**DEBBIE CONWAY**

**CLARK COUNTY RECORDER**

JA000528

DATED this 10<sup>th</sup> day of MAY, 2017.

Omni Financial, LLC, a California limited liability company  
By: Cura Financial, LLC, a California limited liability company, its Manager

By:   
Chris A. Johnson, Manager OR Chris A. Johnson, Manager

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

*See attached*

JA000529

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE**  
**NRS § 107.080(2)(c)**

STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ ) ss:

The affiant, CHRIS A JOHNSON  
being first duly sworn upon oath, based on my direct, personal knowledge, or personal knowledge that I acquired by a review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the deed of trust, which business records meet the standards set forth in NRS § 51.135, and under penalty of perjury attest that I am the authorized representative of the beneficiary, of the deed of trust described in the Notice of Breach and Election to Sell Under Deeds of Trust to which this affidavit is attached (the "Deed of Trust").

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS § 107.080(2)(c):

1. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Nevada Title Company  
2500 N. Buffalo Drive, Suite 150  
Las Vegas, NV 89128-7851

The full name and business address of the current holder of the note secured by the Deed of Trust and the current beneficiary of record of the Deed of Trust is:

Omni Financial, LLC  
1260 41st Avenue, Suite O  
Capitola, CA 95010

The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

N/A

2. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, is (i) in actual or constructive possession of the note secured by the Deed of Trust, or (ii) is entitled to enforce the obligation or debt secured by the Deed of Trust.
3. The beneficiary or its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust, or the trustee, or an attorney representing any of those persons, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:
  - a. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance of payment, as of the date of the statement;
  - b. The amount in default;
  - c. The principal amount of the obligation or debt secured by the Deed of Trust;

JA000530

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Santa Cruz  
 On May 10, 2017 before me, Suan Heoh Lim, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Chris A Johnson  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]  
 Signature of Notary Public

NO. 2084611  
Exp. Oct. 14, 2018

Place Notary Seal Above

## OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

## Description of Attached Document

Title or Type of Document: Affidavit of Authority to Exercise the power of Sale

Document Date: 5/10/2017

Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer -- Title(s): \_\_\_\_\_

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer -- Title(s): \_\_\_\_\_

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

## **EXHIBIT 27**

JA000532



Nevada Title Company  
2500 N BUFFALO DR STE 150  
LAS VEGAS, NV 89128-7804  
17-04-0101-FCL

USPS CERTIFIED MAIL



9214 8901 7186 9300 0000 0415 68

FIRST 100 LLC  
WEIL & DURRANT NEIL B DURRANT  
DONNA DIMAGGIO  
2500 ANTHEM VILLAGE DRIVE  
HENDERSON NV 89052

Return Ref#: 17-04-0101-FCL

JA000533



## Nevada Title Company

2500 N. Buffalo Drive, Suite 150, Las Vegas, NV 89128-7851 702-251-5236 FAX: 702-938-1900

August 11, 2017

FIRST 100 LLC  
WEIL & DURRANT  
NEIL B. DURRANT  
DONNA DIMAGGIO  
2500 ANTHEM VILLAGE DRIVE  
HENDERSON, NV 89052

Re: Trustee Sale No. 17-04-0101-FCL

We are enclosing herewith a copy of the Notice of the above Trustee's sale, the date of which has been set as September 12, 2017, and will be held at the location set forth in the attached Notice.

Publication will be on August 15, 2017, August 22, 2017 and August 29, 2017.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michele Dobar".

Michele Dobar  
Foreclosure Officer

Enclosures

Certified Mail  
Return Receipt Requested

2500 N. Buffalo Drive, Suite 150, Las Vegas, NV 89128-7851 702-251-5236 FAX: 702-938-1900

JA000534

APN: 124-26-311-029, 161-10-511-072,  
160-22-817-093, 160-22-817-095, 162-16-810-355,  
162-16-810-067, 177-20-813-127, 140-23-217-065,  
124-34-512-057, 163-24-612-588, 163-24-612-639,  
163-24-612-798, 163-24-612-500, 124-17-313-075,  
179-17-611-091, 179-17-611-076, 179-17-611-044,  
138-28-613-007, 138-27-413-052, 163-05-415-200,  
179-31-714-007, 162-11-511-093 and  
140-21-611-018

Return to/Trustee contact info:  
Nevada Title Company  
2500 N. Buffalo Drive, Suite 150  
Las Vegas, NV 89128-7851  
(702)251-5000

Inet #: 20170815-0000144

Fee: \$30.00

N/C Fee: \$25.00

08/16/2017 08:04:50 AM

Receivable: 3168182

Requestor:

NEVADA TITLE LAS VEGAS

Recorded By: AM Page: 14

DEBBIE CONWAY

CLARK COUNTY RECORDER

### NOTICE OF TRUSTEE'S SALE

TRUSTEE SALE NO 17-04-0101-PC1  
DATED: August 11, 2017

On September 12, 2017 at 09:30 AM, Nevada Title Company, as duly appointed or substituted Trustee under and pursuant to Deed of Trust dated May 27, 2014, recorded in Book 20140529, as Document No. 0001342, re-recorded in Book 20170424 as Document No. 0000178; a Deed of Trust dated June 17, 2014, recorded in Book 20140718, as Document No. 0001253, re-recorded in Book 20170424 as Document No. 0000179; a Deed of Trust dated June 17, 2014, recorded in Book 20140724, as Document No. 0001268, re-recorded in Book 20161005, as Document No. 0002290, re-recorded in Book 20170424 as Document No. 0000180; a Deed of Trust dated August 4, 2014, recorded in Book 20140805, as Document No. 0001527, re-recorded in Book 20161005, as Document No. 0002289, re-recorded in Book 20170410, as Document No. 0000702; a Deed of Trust dated August 4, 2014, recorded in Book 20140805, as Document No. 0001529, re-recorded in Book 20161005, as Document No. 0002288, re-recorded in Book 20170424 as Document No. 0000181; a Deed of Trust dated August 4, 2014, recorded in Book 20140824, as Document No. 0001916, re-recorded in Book 20161005, as Document No. 0002287, and as modified or amended, if applicable, in the Office of the County Recorder of CLARK County, Nevada executed by First 100, LLC in favor of Orm Financial, LLC as current beneficiary by reason of now continuing default in the payment or performance of obligations secured by said Deed of Trust, including the Notice of Breach and Election to Sell Under Deed of Trust which was recorded in the Office of the County Recorder of CLARK County, Nevada, by the beneficiary and the undersigned more than three months prior to the date thereof, WILL CAUSE TO BE SOLD AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at the time of sale in lawful money of the United States of America) at the front entrance to Nevada Legal News located at 930 S. Fourth Street, Las Vegas, Nevada, 89101, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as:

**PARCEL 1: APN: 179-17-611-044**

**PARCEL 1:**  
AN UNDIVIDED 1/16 INTEREST AS TENANT IN COMMON IN THE COMMON AREA OF PHASE 2 OF AMENDED PLAT OF CABRILLO TERRACE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 52 OF PLATS, PAGE 5 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK

JA000535

COUNTY, NEVADA AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 5, 1991 IN BOOK 910605 AS INSTRUMENT NO. 00740 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THE FOLLOWING:

ALL LIVING UNITS AND EXCLUSIVE USE AREAS AS SHOWN IN PHASE 2 OF CABRILLO TERRACE.

AND RESERVING THEREFROM:

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNED AS EXCLUSIVE USE AREAS AS SHOWN ON CONDOMINIUM PLAT REFERRED TO ABOVE.

AND FURTHER RESERVING THEREFROM:

FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN FUTURE PHASES NON-EXCLUSIVE EASEMENTS, ON, OVER AND ACROSS THE COMMON AREAS AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE THE INGRESS, EGRESS AND RECREATIONAL USE, SUBJECT TO THE TERMS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 10, 1992 IN BOOK 920310 AS DOCUMENT NO. 00314, CLARK COUNTY, NEVADA TO WHICH REFERENCE HEREAFTER MADE.

PARCEL II:  
LIVING UNIT FORTY-FOUR (44) IN BUILDING SIX (6) AS SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE.

PARCEL III:  
THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREA, BEING DESCRIBED IN COVENANTS, CONDITIONS, AND RESTRICTIONS REFERRED TO ABOVE AS COVERED PARKING SPACES, PATIOS, AND STAIRCASES (EXCLUSIVE USE AREAS) WHICH ARE APPURTENANT TO AND FOR THE USE OF PARCEL I.

PARCEL IV:  
A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE, ON, OVER, AND UNDER THE COMMON AREAS IN FUTURE PHASES, WHICH EASEMENT IS APPURTENANT TO PARCELS I, II AND III DESCRIBED ABOVE.

PARCEL 2: APN: 163-05-415-200

PARCEL I - UNIT:  
LIVING UNIT 1104 IN BUILDING 13 AS SHOWN ON THE FINAL MAP OF CANYON LAKE A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 128 OF PLATS, PAGE 30, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL II - COMMON ELEMENTS:  
1/504TH INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RESIDENCE AT CANYON GATE HOMEOWNERS ASSOCIATION, INC., RECORDED DECEMBER 1, 2005, IN BOOK 20051201 AS DOCUMENT NO. 04300 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL I ABOVE, NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

**PARCEL III – LIMITED COMMON ELEMENTS:**  
THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS I AND II IN THE DECLARATION.

**PARCEL IV – APPURTENANT EASEMENTS:**  
NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS I, II AND III ABOVE.

**PARCEL 3: APN: 179-17-611-076**

**PARCEL I:**  
AN UNDIVIDED 1/16 INTEREST AS TENANT IN COMMON IN THE COMMON AREA OF PHASE 2 OF AMENDED PLAT OF CABRILLO TERRACE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 52 OF PLATS, PAGE 5 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 5, 1991 IN BOOK 910605 AS INSTRUMENT NO. 00740 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THE FOLLOWING:

ALL LIVING UNITS AND EXCLUSIVE USE AREAS AS SHOWN IN PHASE 2 OF CABRILLO TERRACE.

AND RESERVING THEREFROM:

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS EXCLUSIVE USE AREAS AS SHOWN ON CONDOMINIUM PLAT REFERRED TO ABOVE.

AND FURTHER RESERVING THEREFROM:

FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN FUTURE PHASES NON-EXCLUSIVE EASEMENTS, ON, OVER AND ACROSS THE COMMON AREAS AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE THE INGRESS, EGRESS AND RECREATIONAL USE, SUBJECT TO THE TERMS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 10, 1992 IN BOOK 920310 AS DOCUMENT NO. 00314, CLARK COUNTY, NEVADA TO WHICH REFERENCE HEREAFTER MADE.

**PARCEL II:**  
LIVING UNIT SEVENTY-SIX (76) IN BUILDING TEN (10) AS SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE.

**PARCEL III:**  
THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREA, BEING DESCRIBED IN COVENANTS, CONDITIONS, AND RESTRICTIONS REFERRED TO ABOVE AS COVERED PARKING SPACES, PATIOS, AND STAIRCASES (EXCLUSIVE USE AREAS) WHICH ARE APPURTENANT TO AND FOR THE USE OF PARCEL II.

**PARCEL IV:**  
A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE, ON, OVER, AND UNDER THE COMMON AREAS IN FUTURE PHASES, WHICH EASEMENT IS APPURTENANT TO PARCELS

I, II AND III DESCRIBED ABOVE.

**PARCEL 4: APN: 138-27-413-052**

**PARCEL I:**

AN UNDIVIDED 1/46 INTEREST IN COMMON AREA LOT SIX (6) OF THE AMENDED MAP OF THE AMENDED MAP OF SPRING OAKS - 3 - CONDOMINIUM SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 45 AND BY AMENDED MAP THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 93, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA AND BY THOSE CERTAIN CERTIFICATES OF AMENDMENT RECORDED JUNE 29, 1990 IN BOOK 900629 AS INSTRUMENT NO. 01100 AND FEBRUARY 19, 1991 AS DOCUMENT NO. 00462.

EXCEPTING THEREFROM ALL LIVING UNITS SHOWN UPON SAID PLAT AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS RECORDED AUGUST 1, 1990 IN BOOK 900801 OF OFFICIAL RECORDS AS DOCUMENT NO. 00603.

RESERVING THEREFROM FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUM LOCATED ON COMMON AREA LOTS 1, 2, 3 AND 4 AND 5, NON-EXCLUSIVE EASEMENTS OVER AND UNDER THE COMMON ARE OF LOT 2, AS SHOWN ON THE PLATS AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS.

FURTHER EXCEPTING THEREFROM THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS RESTRICTED COMMON AREA ON THE PLAT OF SAID SUBDIVISION.

**PARCEL II:**

LIVING UNIT NO. FIFTY-TWO (52) AS SHOWN ON THE AMENDED MAP OF SPRING OAKS, 3 - CONDOMINIUM SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 45 AND BY AMENDED MAPS THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 93 AND BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 29, 1990 IN BOOK 900629 OF OFFICIAL RECORDS AS DOCUMENT NO. 01100, AND AS FURTHER AMENDED BY MAP THEREOF ON FILE IN BOOK 47 OF PLATS, PAGE 89, AND AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 19, 1991 IN BOOK 910219 OF OFFICIAL RECORDS AS DOCUMENT NO. 00462, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS.

**PARCEL III:**

THE EXCLUSIVE RIGHT TO USE AND POSSESSION OF THOSE PORTIONS DESIGNATED AS RESTRICTED COMMON AREA WHICH ARE ADJACENT TO PARCEL II ABOVE AND AS SHOWN ON THE PLAT OF SAID SUBDIVISION

**PARCEL IV**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND RECREATIONAL USE ON, OVER AND UNDER THE COMMON AREA OF LOTS 1, 2, 3, 4 AND 5, WHICH EASEMENT IS APPURTENANT TO PARCELS I AND II ABOVE. THIS EASEMENT SHALL BECOME EFFECTIVE UPON RECORDATION OF A DECLARATION OF ANNEXATION DECLARING ANY UNIT IN SAID LOT TO BE SUBJECT TO SAID DECLARATION OF RESTRICTIONS.

**PARCEL 5: APN: 138-28-813-007**

**PARCEL I:**

AN UNDIVIDED 1/52ND FRACTIONAL INTEREST AS TENANT-IN-COMMON IN AND TO AMENDED MAP OF A PORTION OF ROCK SPRINGS VISTA - UNIT 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, ON OCTOBER 16, 1987 IN BOOK 38, PAGE 18 OF PLATS, AS INSTRUMENT NO 00549.

**EXCEPTING THEREFROM THE FOLLOWING:**

UNITS 101, 102, 201, AND 202 IN BUILDINGS 7, 8, 9, 10, 11, 12 AND 13 OF AMENDED MAP OF A PORTION OF ROCK SPRINGS VISTA-UNIT 2, CONDOMINIUM PLAN RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, ON OCTOBER 16, 1987 AS INSTRUMENT NO. 00549.

**AND RESERVING THEREFROM:**

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS RESTRICTED COMMON AREA, SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE:

AND FURTHER RESERVING THEREFROM FOR THE BENEFIT OF PHASE I OF SAID PHASE IS REFERRED TO IN THE DECLARATION OF COVENANTS, RESTRICTIONS RECORDED SEPTEMBER 17, 1987 IN BOOK 870917 OF OFFICIAL RECORDS AS INSTRUMENT NO. 00364, NON-EXCLUSIVE EASEMENTS ON, OVER AND UNDER THE COMMON AREA AS DEFINED AND SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE FOR INGRESS, EGRESS, AND RECREATIONAL USE, SUBJECT TO THE TERMS AND AS MORE PARTICULARLY SET FORTH IN THE DECLARATION OF RESTRICTIONS TO WHICH REFERENCE IS HEREAFTER MADE, EXCEPTING FROM THE COMMON AREA ANY RESIDENTIAL BUILDINGS THEREON AND ANY PORTION THEREOF WHICH IS DESIGNATED AS A RESTRICTED COMMON AREA.

**PARCEL II:**

LIVING UNIT NO. ONE-HUNDRED TWO (102) IN BUILDING EIGHT (8) SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE, AND DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HEREIN REFERRED TO.

**PARCEL III:**

THE EXCLUSIVE RIGHT TO USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF PARCEL I DESCRIBED ABOVE, AS RESTRICTED COMMON AREAS ON THE CONDOMINIUM PLAN REFERRED TO ABOVE WHICH RIGHT IS APPURTENANT TO PARCELS I AND II ABOVE DESCRIBED.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE COMMON AREA OF PHASE I AS SAID PHASE IS DESCRIBED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS REFERRED TO HEREIN. THE COMMON AREA REFERRED TO HEREIN AS PHASE I AS DESCRIBED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, EXCEPTING THEREFROM ANY RESIDENTIAL BUILDING THEREON AND ANY PORTION THEREOF WHICH MAY BE DESIGNATED AS AN EXCLUSIVE USE AREA.

**PARCEL 6: APN: 179-17-611-091**

**PARCEL I:**

AN UNDIVIDED 1/16 INTEREST AS TENANT IN COMMON IN THE COMMON AREA OF PHASE 2 OF AMENDED PLAT OF CABRILLO TERRACE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 52 OF PLATS, PAGE 5 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 5, 1991 IN BOOK 910605 AS INSTRUMENT NO. 00740 OF OFFICIAL RECORDS.

**EXCEPTING THEREFROM THE FOLLOWING:**

ALL LIVING UNITS AND EXCLUSIVE USE AREAS AS SHOWN IN PHASE 2 OF CABRILLO TERRACE.

**AND RESERVING THEREFROM:**

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNED AS EXCLUSIVE USE AREAS AS SHOWN ON CONDOMINIUM PLAT REFERRED TO ABOVE.

AND FURTHER RESERVING THEREFROM:

FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN FUTURE PHASES NON-EXCLUSIVE EASEMENTS, ON, OVER AND ACROSS THE COMMON AREAS AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE THE INGRESS, EGRESS AND RECREATIONAL USE, SUBJECT TO THE TERMS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 10, 1992 IN BOOK 920310 AS DOCUMENT NO. 00314, CLARK COUNTY, NEVADA TO WHICH REFERENCE HEREAFTER MADE.

**PARCEL II:**  
LIVING UNIT NINETY-ONE (91) IN BUILDING TWELVE (12) AS SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE.

**PARCEL III:**  
THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREA, BEING DESCRIBED IN COVENANTS, CONDITIONS, AND RESTRICTIONS REFERRED TO ABOVE AS COVERED PARKING SPACES, PATIOS, AND STAIRCASES (EXCLUSIVE USE AREAS) WHICH ARE APPURTENANT TO AND FOR THE USE OF PARCEL II.

**PARCEL IV:**  
A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE, ON, OVER, AND UNDER THE COMMON AREAS IN FUTURE PHASES, WHICH EASEMENT IS APPURTENANT TO PARCELS I, II AND III DESCRIBED ABOVE.

**PARCEL 7: APN: 162-16-810-067**

**PARCEL I:**  
UNIT 229 ("UNIT") IN BUILDING 1 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DERIVED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 0001551 IN BOOK 20050601 OFFICIAL RECORDS, CLARK COUNTY NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION")

**PARCEL II:**  
TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL III:**  
TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL IV:**  
TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.



**PARCEL 8: APN: 124-34-612-067**

**PARCEL I:**

LOT (57) IN BLOCK (2) OF ANN GOLDFELD, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 120, OF PLATS, PAGE 47, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERRED HEREIN ABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL I.

**PARCEL 9: APN: 140-23-217-065**

**PARCEL I:**

UNIT 1033 IN BUILDING 5, AS SHOWN ON THE FINAL MAP OF AMENDED PLAT OF MOUNTAINSIDE COMMUNITY SUBDIVISION, FILED IN BOOK 50, OF PLATS, PAGE 29, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER CLARK COUNTY, NEVADA AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AMENDED PLAT OF MOUNTAINSIDE COMMUNITY SUBDIVISION, RECORDED SEPTEMBER 24, 1993 AS INSTRUMENT NO. 01167 IN BOOK 930924, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("MOUNTAINSIDE COMMUNITY SUBDIVISION DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE MOUNTAINSIDE COMMUNITY SUBDIVISION DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE MOUNTAINSIDE COMMUNITY SUBDIVISION DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE MOUNTAINSIDE COMMUNITY SUBDIVISION.

**PARCEL 10: APN: 124-26-311-029**

LOT 29, BLOCK 1 OF JAYCOX UNIT 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE 17, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL 11: APN: 162-16-810-355**

**PARCEL I:**

UNIT 308 ("UNIT") IN BUILDING 3 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 0001551 IN BOOK 20050601 OFFICIAL RECORDS, CLARK COUNTY NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION")

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL

COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL 12: APN: 161-10-811-072**

LOT 72 IN BLOCK 1 OF SAHARA SUNRISE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 91 OF PLATS, PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER CLARK COUNTY, NEVADA.

**PARCEL 13: APN: 177-20-813-127**

**PARCEL I - UNIT:**

LIVING UNIT (1065) IN BUILDING (17), AS SHOWN ON THE FINAL MAP OF ST. JAMES PLACE, A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 128 OF PLATS, PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

**PARCEL II - COMMON ELEMENTS:**

AN UNDIVIDED 1/180TH INTEREST AS TENANT IN COMMON IN THE COMMON ELEMENTS AS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHGATE CONDOMINIUMS RECORDED JANUARY 10, 2006 IN BOOK 20060110 AS DOCUMENT NO. 03501 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM ALL UNITS AS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM FOR THE BENEFIT OF OWNERS OF ALL UNITS SHOWN ON THE PLAT [EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE], NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN AND TO THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

**PARCEL III - LIMITED COMMON ELEMENTS:**

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS DEFINED AND DESCRIBED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS I AND II IN THE DECLARATION.

**PARCEL IV - APPURTENANT EASEMENTS:**

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENT IS APPURTENANT TO PARCELS I, II AND III DESCRIBED ABOVE.

**PARCEL 14: APN: 160-22-817-093**

**PARCEL I:**

UNIT (321) ("UNIT"), AS SHOWN ON THE FINAL AMENDED MAP OF MONTELAGO VILLAGE AT LAKE LAS VEGAS AKA "VIERA CONDOMINIUM", FILED IN BOOK 111 OF PLATS, PAGE 88, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDED, CLARK COUNTY, NEVADA, ("AMENDED PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VIERA CONDOMINIUM, RECORDED AUGUST 1, 2003 AS INSTRUMENT NO. 03418 IN BOOK 20030801, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("VIERA DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL 15: APN: 160-22-817-095**

**PARCEL I:**

UNIT (323) ("UNIT"), AS SHOWN ON THE FINAL AMENDED MAP OF MONTELAGO VILLAGE AT LAKE LAS VEGAS AKA "VIERA CONDOMINIUM", FILED IN BOOK 111 OF PLATS, PAGE 88, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDED, CLARK COUNTY, NEVADA, ("AMENDED PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VIERA CONDOMINIUM, RECORDED AUGUST 1, 2003 AS INSTRUMENT NO. 03418 IN BOOK 20030801, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("VIERA DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL 14: APN: 124-17-313-078**

LOT 155, BLOCK 3 OF SUN CITY ALIANTIE UNIT 4, PHASE 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 112 OF PLATS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL 17: APN: 163-24-612-800**

**PARCEL I:**

UNIT 948 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA. AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 18: APN: 163-24-612-588**

**PARCEL I:**

UNIT 1056 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 19: APN: 163-24-612-639**

**PARCEL I:**

UNIT 1107 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF

N.R.S. 16 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 20: APN: 163-24-612-778**

**PARCEL I:**

UNIT 1266 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1695 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 16 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 21: APN: 179-31-714-007**

**PARCEL I:**

LOT 7 OF FINAL MAP OF HORIZON HEIGHTS PHASE II (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 119 OF PLATS, PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

**PARCEL II:**

AN EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE STREET AND COMMON ELEMENTS AS SHOWN AND DELINEATED ON SAID MAP.

**PARCEL 22: APN: 140-21-411-018**

**PARCEL I:**

LOT SIXTY (60) IN BLOCK TWO (2) OF TIERRA MESA, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 108 OF PLATS, PAGE 24, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL I.

**PARCEL 23: APN: 162-11-511-073**

**PARCEL I:**

LOT (93) IN BLOCK (6) OF VALLEY DEL PARADISO, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE N.R.S. 117.020 RECORDED IN BOOK 29 OF PLATS, PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF VALLEY DEL PARADISO) RECORDED MAY 11, 1983 IN BOOK 1732 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 1691792, AND ANY AMENDMENTS THERETO.

**PARCEL II:**

AN UNDIVIDED ONE NINETY-SIXTH (1/96) FEE SIMPLE INTEREST AS TENANTS IN COMMON IN AND TO THE COMMON AREA SHOWN UPON THE PLAT OF VALLEY DEL PARADISO, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE N.R.S. 117.020 RECORDED IN BOOK 29 OF PLATS, PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF VALLEY DEL PARADISO) RECORDED MAY 11, 1983 IN BOOK 1732 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 1691792, AND ANY AMENDMENTS THERETO.

**PARCEL III:**

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE, DRAINAGE, ENCROACHMENT, SUPPORT, MAINTENANCE, REPAIRS AND FOR ALL PURPOSES AS SHOWN IN THE PLAT AND AS DESCRIBED IN THE DECLARATION.

Commonly known as: 1217 Neva Ranch Ave., North Las Vegas, NV 89031; 6575 Shining Sand Ave., Las Vegas, NV 89142; 30 Strada Di Villaggio Unit 321, Henderson, NV 89011; 30 Strada Di Villaggio Unit 323, Henderson, NV 89011; 230 E. Flamingo Rd. 330, Las Vegas, NV 89169; 210 E. Flamingo Rd. 209, Las Vegas, NV 89169; 2615 W. Gary Ave. 1065, Las Vegas, NV 89123; 6800 E. Lake Mead Blvd 1033, Las Vegas, NV 89156; 5520 Hidden Rainbow St., North Las Vegas, NV 89031; 4921 Indian River Dr. 112, Las Vegas, NV 89103; 5009 Indian River Dr. 155, Las Vegas, NV 89103; 5295 Indian River Dr. 314, Las Vegas, NV 89103; 4400 Sandy River Dr. 16, Las Vegas, NV

89103; 7533 Unlwhite St., North Las Vegas, NV 89084; 601 Cabrillo Cir. Ut 1291, Henderson, NV 89015; 601 Cabrillo Cir. Ut 1076, Henderson, NV 89015; 601 Cabrillo Cir. Ut 644, Henderson, NV 89015; 1204 Observallon Dr. Ut 102, Las Vegas, NV 89128; 101 Luna Way Ut 145, Las Vegas, NV 89145; 2200 S. Fort Apache Rd. Ut 1104, Las Vegas, NV 89117; 665 Monument Point St., Henderson, NV 89002; 2080 Karen Ave 93, Las Vegas, NV 89109; 5782 Camino Ramon Ave, Las Vegas, NV 89156

APN: 124-26-311-029, 161-10-511-072, 160-22-817-093, 160-22-817-095, 162-16-810-355, 162-16-810-067, 177-20-813-127, 140-23-217-065, 124-34-512-057, 163-24-612-588, 163-24-612-639, 163-24-612-798, 163-24-612-500, 124-17-313-075, 179-17-611-091, 179-17-611-076, 179-17-611-044, 138-28-613-007, 138-27-413-052, 163-05-415-200, 179-31-714-007, 162-11-511-093 and 140-21-611-018

If a street address or common designation of property is shown, no warranty is given as to its completeness or correctness.

Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the obligations secured by said Deed of Trust, to wit: \$2,300,000.00 with interest, fees, premiums and charges thereon, as provided in said note and related loan documents, advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of Trustee and of the Trusts created by said Deed of Trust.

NEVADA TITLE COMPANY, A NEVADA CORPORATION

By: Michele Dobar  
Michele Dobar, Trustee Sale Officer

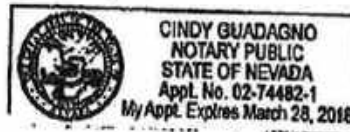
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STATE OF NEVADA  
COUNTY OF CLARK

This instrument was acknowledged before me on August 11, 2017 by Michele Dobar, as Trustee Sale Officer of Nevada Title Company.

Signature Cindy Guadagno  
(Notary Public)

Cindy Guadagno  
No. 02-74482-1  
Exp. March 28, 2018





## **EXHIBIT 28**

**KOLESAR & LEATHAM**  
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Las Vegas, Nevada 89145  
Tel: (702) 362-7800 / Fax: (702) 362-9472

**TRO**  
BART K. LARSEN, ESQ.  
Nevada Bar No. 8538  
ERIC D. WALTHER, ESQ.  
Nevada Bar No. 13611  
**KOLESAR & LEATHAM**  
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E-Mail: blarsen@klnevada.com  
ewalther@klnevada.com

*Attorneys for Plaintiff*  
*Kal-Mor-USA, LLC*

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

\*\*\*

KAL-MOR-USA, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; FIRST 100, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROE ENTITIES I through X, inclusive,

Defendants.

CASE NO. A-17-757061-C

DEPT. NO. 18

**TEMPORARY RESTRAINING  
ORDER AND ORDER TO SHOW  
CAUSE WHY A MOTION FOR  
PRELIMINARY INJUNCTION  
SHOULD NOT ISSUE**

Plaintiff KAL-MOR-USA, LLC's ("Kal-Mor") Motion for Temporary Restraining Order and for Order to Show Cause Why a Preliminary Injunction Should Not Issue (the "Motion") came on for hearing before Department 18 of the Eighth Judicial District Court in Chambers on the \_\_\_\_ day of August, 2017. The Court, having reviewed all pleadings and papers filed in connection with the Motion, finds that good cause exists to immediately grant the relief requested in the Motion. Accordingly,

IT IS HEREBY ORDERED that the Motion is GRANTED based upon the following Preliminary Findings made pursuant to Nev. R. Civ. P. 65(b):

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Las Vegas, Nevada 89145  
Tel: (703) 362-7900 / Fax: (703) 362-9072

1           1.     Kal-Mor holds legal title to and ownership interests in the nine (9) Kal-Mor  
2 Properties identified in the Motion and described as follows:

- 3           a.     The real property commonly known as 1217 Neva Ranch Avenue, North  
4 Las Vegas, Nevada 89081, also designated as Clark County Assessor Parcel  
5 Number ("APN") 124-26-311-029;  
6           b.     The real property commonly known as 230 East Flamingo Road #330, Las  
7 Vegas, Nevada 89169, also designated as APN 162-16-810-355;  
8           c.     The real property commonly known as 2615 West Gary Avenue #1065, Las  
9 Vegas, Nevada 89123, also designated as APN 177-20-813-127;  
10          d.     The real property commonly known as 6575 Shining Sand Avenue, Las  
11 Vegas, Nevada 89142, also designated as APN 161-10-511-072;  
12          e.     The real property commonly known as 4921 Indian River Drive #112, Las  
13 Vegas, Nevada 89103, also designated as APN 163-24-612-588;  
14          f.     The real property commonly known as 5009 Indian River Drive #155, Las  
15 Vegas, Nevada 89103, also designated as APN 163-24-612-639;  
16          g.     The real property commonly known as 5295 Indian River Drive #314, Las  
17 Vegas, Nevada 89103, also designated as APN 163-24-612-798;  
18          h.     The real property commonly known as 4400 Sandy River Drive #16, Las  
19 Vegas, Nevada 89103, also designated as APN 163-24-612-500; and  
20          i.     The real property commonly known as 5782 Camino Ramon Avenue, Las  
21 Vegas, Nevada 89156, also designated as APN 140-21-611-018.

22          2.     Defendant Omni Financial, LLC ("Omni") claims to hold security interests the  
23 Kal-Mor Properties under the various deeds of trust it received from Defendant First 100, LLC  
24 ("First 100") as collateral for a loan of up to \$5 million (the "Omni Loan") that Omni made to  
25 First 100 on May 27, 2014.

26          3.     Kal-Mor was not a party to the Omni Loan transaction, did not receive any  
27 proceeds of the Omni Loan, and is not indebted to Omni in connection with the Omni Loan or  
28 otherwise.

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Las Vegas, Nevada 89145  
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1           4.     Kal-Mor purchased its rights and interests in the Kal-Mor Properties from First  
2     100 after the Omni Loan transaction and without any actual knowledge of Omni's claimed  
3     security interests in the Kal-Mor Properties.

4           5.     On February 16, 2017, a final judgment in the amount of \$4.8 million (the "First  
5     100 Judgment") was entered against First 100 and in favor of Omni in a separate action pending  
6     in the United States District Court of the District of Nevada (case no. 2:16-cv-00109-RFB-CWH)  
7     for the unpaid balance of the Omni Loan.

8           6.     Both before and after the entry of the First 100 Judgment, Omni made demands  
9     for rent upon tenants occupying the Kal-Mor Properties based upon assignments of rents  
10    contained within the various deeds of trust it received from First 100 in connection with the  
11    Omni Loan.

12          7.     On May 15, 2017, Omni caused a Notice of Breach and Election to Sell under  
13    Deeds of Trust (the "Notice of Default") to be recorded in the Official Records against the Kal-  
14    Mor Properties as instrument number 20140515-0000474.

15          8.     On August 15, 2017, Omni caused a Notice of Trustee's Sale (the "Notice of  
16    Trustee's Sale") scheduling a non-judicial foreclosure sale of the Kal-Mor Properties for  
17    September 12, 2017 (the "Trustee's Sale") to be recorded in the Official Records against the Kal-  
18    Mor Properties as instrument number 20170815-0000144.

19          9.     Kal-Mor has demonstrated a reasonable probability of success on the merits of its  
20    claims for declaratory relief and quiet title on the basis that the entry of the First 100 Judgment  
21    released and discharged any security interest or lien Omni could claim against the Kal-Mor  
22    Properties as collateral for the Omni Loan.

23          10.    Kal-Mor has further demonstrated that it will suffer irreparable harm if Omni if  
24    the Trustee's Sale of the Kal-Mor Properties scheduled for September 12, 2017 goes forward as  
25    such sale would, among other things, further cloud title to the Kal-Mor Properties and create  
26    uncertainty as to the maintenance and care of the Kal-Mor Properties and the payment of  
27    property taxes, homeowner association assessments, and other charges that could become liens  
28    against the Kal-Mor Properties. Additionally, allowing the Trustee's Sale to occur would

**KOLESAR & LEATHAM**  
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1 unnecessarily disrupt and interfere with Kal-Mor's business relationships with the tenants that  
2 occupy the Kal-Mor Properties.

3 IT IS FURTHER ORDERED that the forgoing Preliminary Findings are made and set  
4 forth herein for the sole purpose of complying with the requirements of Nev. R. Civ. P. 65(b) and  
5 are not intended to constitute or be relied upon as a final determination of any issue addressed  
6 therein.

7 IT IS FURTHER ORDERED that Omni is hereby enjoined from and shall immediate  
8 cease and desist from making any attempt to enforce any security interest or lien it claims against  
9 the Kal-Mor Properties, including, but not limited to, (i) any act intended to cause any of the Kal-  
10 Mor Properties to be sold through any non-judicial foreclosure process or proceeding, (ii) the  
11 communication of any demand for payment of rent to any tenant in possession of any of the Kal-  
12 Mor Properties.

13 IT IS FURTHER ORDERED that Omni shall immediate instruct Nevada Title Company,  
14 or any other trustee it has engaged to act on its behalf in connection with the Trustee's Sale, to  
15 immediately cancel and rescind the Notice of Trustee's Sale.

16 IT IS FURTHER ORDERED that Omni shall take any such additional actions as may be  
17 necessary to cause the Trustee's Sale to be immediately cancelled.

18 IT IS FURTHER ORDERED that this Temporary Restraining Order shall not take effect  
19 until such time as Kal-Mor has served notice upon counsel for Omni that it has posted security  
20 with the Clerk of Court in the amount of \_\_\_\_\_ for payment of such costs and damages  
21 as may be incurred or suffered by any party who is found to have been wrongfully enjoined or  
22 restrained by this Court.

23 IT IS FURTHER ORDERED that this Temporary Restraining Order shall expire fifteen  
24 (15) calendar days after its entry in accordance with NRCP 65(b) unless this Order is expressly  
25 extended by further order of this Court.

26 IT IS FURTHER ORDERED that Omni shall appear before Department 18 of the Eighth  
27 Judicial District Court located at 200 Lewis Ave., Las Vegas, Nevada 89155 on the \_\_\_\_ day of  
28 August, 2017 at the hour of \_\_\_\_\_ a.m./p.m. to show good cause as to why this Temporary

1 Restraining Order should not be converted to a Preliminary Injunction of a similar scope and  
2 effect.

3 IT IS FURTHER ORDERED that any written opposition Omni may wish the Court to  
4 consider at the above hearing must be filed with the Court and served on Plaintiffs' counsel no  
5 later than the \_\_\_\_ day of August, 2017.

6 THIS TEMPORARY RESTRAINING ORDER IS ISSUED at \_\_\_\_ a.m./p.m. on this  
7 \_\_\_\_ day of August, 2017.

8  
9 DISTRICT COURT JUDGE

Submitted by:

10 KOLEGAR & LEATHAM

11 /s/ Bart K. Larsen, Esq.

12 Bart K. Larsen, Esq.

13 Nevada Bar No. 8538

14 400 S. Rampart Blvd., Suite 400

15 Las Vegas, NV 89145

16 (702) 362-7800

17 Attorney for Plaintiff Kal-Mor-USA, LLC  
18  
19  
20  
21  
22  
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25  
26  
27  
28

KOLEGAR & LEATHAM

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# **EXHIBIT 3**

# **EXHIBIT 3**

JS 44 (Rev. 06/17)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Rai-Mor USA LLC

**DEFENDANTS**

Omni Financial, LLC

(b) County of Residence of First Listed Plaintiff Clark County, NV

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Santa Cruz County, CA

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Bart Larsen, Kofesar &amp; Leatham, 400 S. Rampart Blvd., Suite 400, Las Vegas NV 89145 702-362-7800

Attorneys (If Known)

Robert Hemquist, Howard &amp; Howard Attorneys PLLC, 3800 Howard Hughes Pkwy., Suite 1000, Las Vegas NV 89169 702-257-1483

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                                   | DEF                                   |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5            | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

| CONTRACT   | TORTS  | FORFEITURE/PENALTY  | BANKRUPTCY  | OTHER STATUTES  |   |
|--|--|---|---|---|---|
| <input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)<br><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits<br><input type="checkbox"/> 160 Stockholders' Suits<br><input checked="" type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability<br><input type="checkbox"/> 196 Franchise | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 310 Airplane<br><input type="checkbox"/> 315 Airplane Product Liability<br><input type="checkbox"/> 320 Assault, Libel & Slander<br><input type="checkbox"/> 330 Federal Employers' Liability<br><input type="checkbox"/> 340 Marine<br><input type="checkbox"/> 345 Marine Product Liability<br><input type="checkbox"/> 350 Motor Vehicle<br><input type="checkbox"/> 355 Motor Vehicle Product Liability<br><input type="checkbox"/> 360 Other Personal Injury<br><input type="checkbox"/> 362 Personal Injury - Medical Malpractice | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 365 Personal Injury - Product Liability<br><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability<br><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability<br><b>PERSONAL PROPERTY</b><br><input type="checkbox"/> 370 Other Fraud<br><input type="checkbox"/> 371 Theft in Loading<br><input type="checkbox"/> 380 Other Personal Property Damage<br><input type="checkbox"/> 385 Property Damage Product Liability      | <input type="checkbox"/> 425 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 490 Other<br><b>LABOR</b><br><input type="checkbox"/> 710 Fair Labor Standards Act<br><input type="checkbox"/> 720 Labor/Management Relations<br><input type="checkbox"/> 740 Railway Labor Act<br><input type="checkbox"/> 751 Family and Medical Leave Act<br><input type="checkbox"/> 790 Other Labor Litigation<br><input type="checkbox"/> 791 Employee Retirement Income Security Act<br><b>IMMIGRATION</b><br><input type="checkbox"/> 462 Naturalization Application<br><input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157<br><b>PROPERTY RIGHTS</b><br><input type="checkbox"/> 820 Copyrights<br><input type="checkbox"/> 830 Patent<br><input type="checkbox"/> 835 Patent - Abbreviated New Drug Application<br><input type="checkbox"/> 840 Trademark<br><b>SOCIAL SECURITY</b><br><input type="checkbox"/> 861 HIA (1395ff)<br><input type="checkbox"/> 862 Black Lung (923)<br><input type="checkbox"/> 863 111 WCU/WW (405(g))<br><input type="checkbox"/> 864 SSD Title XVI<br><input type="checkbox"/> 865 RSI (405(g))<br><b>FEDERAL TAX SUITS</b><br><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)<br><input type="checkbox"/> 871 IRS - Third Party 26 USC 7609 | <input type="checkbox"/> 375 False Claims Act<br><input type="checkbox"/> 376 Qu. Tam (31 USC 3729(a))<br><input type="checkbox"/> 400 State Reapportionment<br><input type="checkbox"/> 410 Antitrust<br><input type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce<br><input type="checkbox"/> 460 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations<br><input type="checkbox"/> 480 Consumer Credit<br><input type="checkbox"/> 490 Cable/Sat TV<br><input type="checkbox"/> 550 Securities/Commodities/Exchange<br><input type="checkbox"/> 880 Other Statutory Actions<br><input type="checkbox"/> 891 Agricultural Acts<br><input type="checkbox"/> 893 Environmental Matters<br><input type="checkbox"/> 895 Freedom of Information Act<br><input type="checkbox"/> 896 Arbitration<br><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision<br><input type="checkbox"/> 950 Constitutionality of State Statutes |
| <b>REAL PROPERTY</b><br><input type="checkbox"/> 210 Land Condemnation<br><input type="checkbox"/> 220 Foreclosure<br><input type="checkbox"/> 230 Rent Lease & Ejectment<br><input type="checkbox"/> 240 Torts to Land<br><input type="checkbox"/> 245 Tort Product Liability<br><input type="checkbox"/> 290 All Other Real Property   | <b>CIVIL RIGHTS</b><br><input type="checkbox"/> 440 Other Civil Rights<br><input type="checkbox"/> 441 Voting<br><input type="checkbox"/> 442 Employment<br><input type="checkbox"/> 443 Housing/Accommodations<br><input type="checkbox"/> 445 Amer. w/Disabilities - Employment<br><input type="checkbox"/> 446 Amer. w/Disabilities - Other<br><input type="checkbox"/> 448 Education   | <b>PRISONER PETITIONS</b><br><input type="checkbox"/> Habeas Corpus:<br><input type="checkbox"/> 461 Alien Detainee<br><input type="checkbox"/> 510 Motions to Vacate Sentence<br><input type="checkbox"/> 530 General<br><input type="checkbox"/> 535 Death Penalty<br><input type="checkbox"/> Other:<br><input type="checkbox"/> 540 Mandamus & Other<br><input type="checkbox"/> 550 Civil Rights<br><input type="checkbox"/> 555 Prison Condition<br><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement |   |   |   |

**V. ORIGIN** (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. 1332

Brief description of cause:

Interpretation of settlement and dismissal of prior federal lawsuit.

**VII. REQUESTED IN COMPLAINT:**
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
**DEMAND \$**

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE BoulwareDOCKET NUMBER 16-cv-00099

DATE

8/28/17

SIGNATURE OF ATTORNEY OF RECORD

[Signature]

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

JA000556



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Title to Property**

**COURT MINUTES**

**September 26, 2017**

---

A-17-757061-C      Kal-Mor-USA, Inc., Plaintiff(s)  
vs.  
Omni Financial, LLC, Defendant(s)

---

**September 26, 2017**

**Minute Order**

**HEARD BY:** Scotti, Richard F.

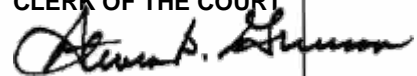
**COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Michele Tucker

**JOURNAL ENTRIES**

The Court took Plaintiff Kal-Mor-USA, LLC's Motion for Temporary Restraining Order and for Order to Show Cause Why a Preliminary Injunction Should Not Issue and Ex Parte Application for Order Shortening Time under advisement during its 8/30/2017 Oral Calendar. However, a Notice of Removal to the United States District Court for the District of Nevada was filed 8/29/2017. As such, COURT ORDERS, this Motion is hereby VACATED AS MOOT.

CLERK'S NOTE: The above minute order has been distributed to: Bart Larsen, Esq. (blarsen@klnevada.com), Joseph Gutierrez, Esq. (jag@mgalaw.com), and Robert Hernquist, Esq. (rhernquist@howardandhoward.com). /mlt



OSCC

DISTRICT COURT

CLARK COUNTY, NEVADA

\*\*\*\*\*

KAL-MOR-USA, INC., PLAINTIFF(S)  
VS.  
OMNI FINANCIAL, LLC,  
DEFENDANT(S)

CASE NO.: A-17-757061-C

DEPARTMENT 2

CIVIL ORDER TO STATISTICALLY CLOSE CASE

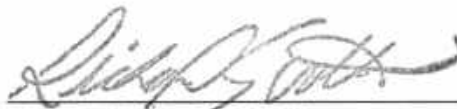
Upon review of this matter and good cause appearing,

IT IS HEREBY ORDERED that the Clerk of the Court is hereby directed to statistically close this case for the following reason:

DISPOSITIONS:

- ☐ Default Judgment
- ☐ Judgment on Arbitration
- ☐ Stipulated Judgment
- ☐ Summary Judgment
- ☐ Involuntary Dismissal
- ☐ Motion to Dismiss by Defendant(s)
- ☐ Stipulated Dismissal
- ☐ Voluntary Dismissal
- ☒ Transferred (before trial)
- ☐ Non-Jury – Disposed After Trial Starts
- ☐ Non-Jury – Judgment Reached
- ☐ Jury – Disposed After Trial Starts
- ☐ Jury – Verdict Reached
- ☐ Other Manner of Disposition

DATED this 26th day of September, 2017.



RICHARD F. SCOTTI  
DISTRICT COURT JUDGE

JA000558

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Bart K. Larsen  
400 S Rampart Blvd #400  
Las Vegas, NV 89145

Robert Hernquist  
300 S. Fourth St.  
Las Vegas, NV 89101

Melody Howard  
Judicial Executive Assistant

FILED

JUL 12 2018

CLERK OF COURT

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

\*\*\*

A-17-757061-C

KAL-MOR-USA, LLC,

Plaintiff,

v.

OMNI FINANCIAL LLC; FIRST 100 LLC,

Defendants.

Case No. 2:17-cv-02280-RFB-CWH

ORDER

In this case, the Court ordered Defendant First 100 to file a notice of consent or non-consent to removal by July 10, 2018. (ECF No. 24). On July 9, 2018, Defendant First 100 filed a Notice of Non-Consent to Notice of Removal. (ECF No. 26).

28 U.S.C. § 1332(a) grants district courts original jurisdiction over actions where the matter in controversy is greater than \$75,000, provided there is complete diversity. A defendant may remove to federal court a case initially filed in state court if the federal court would have original jurisdiction. 28 U.S.C. § 1441(a). When a case is removed solely pursuant to 28 U.S.C. § 1441(a), all defendants that have been properly joined and served must either join in, or consent to, removal. 28 U.S.C. § 1446(b)(2); Proctor v. Vishay Intertech. Inc., 584 F.3d 1208, 1225 (9th Cir. 2009).

This action was removed pursuant to 28 U.S.C. § 1441(a). Because the removal defect has not been and cannot be cured, as the case was removed without the consent of all Defendants, the Court remands this action to state court.

Accordingly,

**IT IS ORDERED** that Plaintiff's Motion to Remand (ECF No. 11) is GRANTED. The Clerk of Court is instructed to remand this case to the Eighth Judicial District Court, case number A-757061, and to close this case.

A-17-757061-C  
ORRM  
Order of Remand from Federal Court  
4782787  
A000560

RECEIVED  
JUL 12 2018  
CLERK OF THE COURT

1 DATED July 9, 2018.

2 

3 **RICHARD F. BOULWARE, II**  
4 **UNITED STATES DISTRICT JUDGE**

5  
6  
7  
8 I hereby attest and certify on 7/10/18  
9 that the foregoing document is a full, true  
and correct copy of the original on file in my  
legal custody.

10 CLERK, U.S. DISTRICT COURT  
DISTRICT OF NEVADA

11 By W. Hayes Deputy Clerk



CLOSED

**United States District Court  
District of Nevada (Las Vegas)  
CIVIL DOCKET FOR CASE #: 2:17-cv-02280-RFB-CWH**

Kal-Mor-USA, LLC v. Omni Financial LLC et al  
Assigned to: Judge Richard F. Boulware, II  
Referred to: Magistrate Judge Carl W. Hoffman  
Case in other court: Eighth Judicial District Court, A-757061  
Cause: 28:1332 Diversity-Contract Dispute

Date Filed: 08/28/2017  
Date Terminated: 07/10/2018  
Jury Demand: None  
Nature of Suit: 150 Contract:  
Recovery/Enforcement  
Jurisdiction: Diversity

**Plaintiff**

**Kal-Mor-USA, LLC**

represented by **Bart K Larsen**  
Kolesar & Leatham, Chtd.  
400 South Rampart Boulevard  
Suite 400  
Las Vegas, NV 89145  
702-362-7800  
Fax: 702-362-9472  
Email: [blarsen@klnevada.com](mailto:blarsen@klnevada.com)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Eric D. Walther**  
Kolesar & Leatham  
400 S. Rampart Blvd., Ste. 400  
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702-362-7800  
Fax: 702-362-9472  
Email: [EWalther@klnevada.com](mailto:EWalther@klnevada.com)  
**ATTORNEY TO BE NOTICED**

V.

**Defendant**

**Omni Financial LLC**

represented by **Brian J. Pezzillo**  
Howard & Howard Attorneys, PLLC  
3800 Howard Hughes Pkwy., Ste. 1000  
Las Vegas, NV 89169  
7026674839  
Fax: 702-567-1568  
Email: [bpezzillo@howardandhoward.com](mailto:bpezzillo@howardandhoward.com)  
**ATTORNEY TO BE NOTICED**

**Mark J. Gardberg**  
Howard & Howard Attorneys PLLC  
3800 Howard Hughes Parkway  
Suite 1000  
Las Vegas, NV 89169  
702-667-4842  
Fax: 702-567-1568  
Email: [mg@h2law.com](mailto:mg@h2law.com)  
**ATTORNEY TO BE NOTICED**

**Robert W. Hernquist**  
Howard & Howard Attorneys PLLC  
3800 Howard Hughes Pkwy., Ste., 1000  
Las Vegas, NV 891069  
(702) 257-1483  
Fax: (702) 567-1568  
Email: [chernquist@howardandhoward.com](mailto:chernquist@howardandhoward.com)

JA000562

## ATTORNEY TO BE NOTICED

**Defendant****First 100 LLC**

represented by **Joseph A. Gutierrez**  
**Maier Gutierrez & Associates**  
 8816 Spanish Ridge Avenue  
 Las Vegas, NV 89148  
 702.629.7900  
 Fax: 702.629.7925  
 Email: [jag@mgalaw.com](mailto:jag@mgalaw.com)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

| Date Filed | #        | Docket Text  |
|------------|----------|--|
| 08/28/2017 | <u>1</u> | PETITION FOR REMOVAL from Eighth Judicial District Court, Case Number A757061, (Filing fee \$ 400 receipt number 0978-4752196), filed by Omni Financial LLC. (Attachments: # <u>1</u> Exhibit 1 — State Court Complaint, # <u>2</u> Exhibit 2 — State Court Motion for TRO, # <u>3</u> Exhibit 3 — Civil Cover Sheet)(Hernquist, Robert)<br><br>NOTICE of Certificate of Interested Parties requirement: Under Local Rule 7.1-1, a party must <u>immediately</u> file its disclosure statement with its first appearance, pleading, petition, motion, response, or other request addressed to the court. (Entered: 08/28/2017) |
| 08/28/2017 | <u>2</u> | CERTIFICATE of Interested Parties filed by Omni Financial LLC that identifies all parties that have an interest in the outcome of this case. Corporate Parent Omni Financial LLC, Corporate Parent Cura Financial, LLC, Other Affiliate Orbis Financial, LLC, Other Affiliate Global Managers, LLC for Omni Financial LLC added. . (Hernquist, Robert) (Entered: 08/28/2017)   |
| 08/28/2017 | <u>3</u> | RESPONSE to filed by Defendant Omni Financial LLC. <i>OMNI FINANCIAL, LLC'S OPPOSITION TO PLAINTIFFS MOTION FOR TEMPORARY RESTRAINING ORDER</i> Replies due by 9/4/2017. (Attachments: # <u>1</u> Exhibit 1 — Declaration of Martin Boone, # <u>2</u> Exhibit 2 — Omni / Kal-Mor Settlement Agreement, # <u>3</u> Exhibit 3 — Omni / First 100 Settlement Agreement, # <u>4</u> Exhibit 4 — Email Exchange dated 1/30/2017, # <u>5</u> Exhibit 5 — Email Exchange dated 4/21/2017, # <u>6</u> Exhibit 6 — Title Report, # <u>7</u> Exhibit 7 — Directive to Continue Trustee Sales)(Hernquist, Robert) (Entered: 08/28/2017)   |
| 08/28/2017 |          | Case assigned to Judge Andrew P. Gordon and Magistrate Judge George Foley, Jr. (MR) (Entered: 08/29/2017)  |
| 08/29/2017 | <u>4</u> | MINUTE ORDER IN CHAMBERS of the Honorable Judge Andrew P. Gordon, on 8/29/2017. Statement regarding removed action is due by 9/13/2017. Joint Status Report regarding removed action is due by 9/28/2017. (Copies have been distributed pursuant to the NEF – MR) (Entered: 08/29/2017)  |
| 08/30/2017 | <u>5</u> | MINUTE ORDER IN CHAMBERS of the Honorable Judge Andrew P. Gordon, on 8/30/2017.<br><br>This case has been assigned to the Honorable Andrew P. Gordon. Judge Gordon's Chambers Practices, which are posted on the U.S. District Court, District of Nevada public website, may also be accessed directly via this hyperlink: <a href="http://www.nvd.uscourts.gov">www.nvd.uscourts.gov</a><br><br>(no image attached) (Copies have been distributed pursuant to the NEF – MAJ) (Entered: 08/30/2017)  |
| 08/30/2017 | <u>6</u> | NOTICE OF RELATED CASES 2:16-CV-00099 by Defendant Omni Financial LLC. (Pezzillo, Brian) (Entered: 08/30/2017)   |
| 09/13/2017 | <u>7</u> | STATEMENT RE REMOVAL re <u>4</u> Minute Order re Removal, ; by Defendant Omni Financial LLC. (Hernquist, Robert) Modified on 9/13/2017 to reflect correct event (DKJ). (Entered: 09/13/2017)   |

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|            |           |  |
|------------|-----------|--|
| 09/13/2017 | <u>8</u>  | CERTIFICATE OF SERVICE for <u>4</u> Minute Order re Removal, by Defendant Omni Financial LLC. (Hernquist, Robert) (Entered: 09/13/2017)  |
| 09/13/2017 | <u>9</u>  | FIRST NOTICE of Non-Compliance with LR IC 5-1.<br><br><b>ERROR:</b> Document <u>7</u> was not properly signed/filed in accordance with LR IC 5-1(b).<br><br>The attorney who signs the document <u>must be the attorney or pro se party</u> who electronically files the document.<br><br>Attorneys Robert Hernquist and Brian Pezzillo are advised in the <u>future</u> that documents submitted using CM/ECF, must be filed by the attorney who signed the document, pursuant to LR IC 5-1(b).<br><br><u>No further action</u> is required regarding document <u>7</u> at this time. (no image attached) (DKJ) (Entered: 09/13/2017) |
| 09/25/2017 | <u>10</u> | ORDER. IT IS ORDERED that case 2:17-cv-2280-APG-GWF shall be TRANSFERRED by the Clerk of the Court to District Judge Richard F. Boulware and Magistrate Judge Carl Hoffman (who were assigned the prior case, 2:16-cv-0099-RFB-CWH), for all further proceedings. All further documents must bear the correct case number 2:17-cv-2280-RFB-CWH. Signed by Judge Andrew P. Gordon and Judge Richard F. Boulware on 9/19/17. (Copies have been distributed pursuant to the NEF - MR) (Entered: 09/25/2017)   |
| 09/27/2017 | <u>11</u> | MOTION to Remand to State Court by Plaintiff Kal-Mor-USA, LLC. Responses due by 10/11/2017. (Larsen, Bart) (Entered: 09/27/2017)   |
| 09/28/2017 | <u>12</u> | CERTIFICATE of Interested Parties filed by Kal-Mor-USA, LLC. There are no known interested parties other than those participating in the case. (Larsen, Bart) (Entered: 09/28/2017)  |
| 09/28/2017 | <u>13</u> | Joint STATUS REPORT by Defendant Omni Financial LLC. (Hernquist, Robert) (Entered: 09/28/2017)   |
| 10/01/2017 | <u>14</u> | MOTION for Partial Summary Judgment by Plaintiff Kal-Mor-USA, LLC. Responses due by 10/22/2017. (Larsen, Bart) (Entered: 10/01/2017)   |
| 10/01/2017 | <u>15</u> | DECLARATION re <u>14</u> Motion for Partial Summary Judgment ; filed by Plaintiff Kal-Mor-USA, LLC. (Larsen, Bart) (Entered: 10/01/2017)   |
| 10/02/2017 | <u>16</u> | CERTIFICATE OF SERVICE for <u>11</u> Motion to Remand to State Court by Plaintiff Kal-Mor-USA, LLC. (Larsen, Bart) (Entered: 10/02/2017)   |
| 10/12/2017 | <u>17</u> | RESPONSE to <u>11</u> Motion to Remand to State Court, filed by Defendant Omni Financial LLC. Replies due by 10/19/2017. (Attachments: # <u>1</u> Exhibit 1 — Kal-Mor / Omni Settlement Agreement, # <u>2</u> Exhibit 2 — First 100 / Omni Settlement Agreement)(Hernquist, Robert) (Entered: 10/12/2017)  |
| 10/20/2017 | <u>18</u> | REPLY to Response to <u>11</u> Motion to Remand to State Court filed by Plaintiff Kal-Mor-USA, LLC. (Larsen, Bart) (Entered: 10/20/2017)   |
| 10/23/2017 | <u>19</u> | CERTIFICATE OF SERVICE for <u>18</u> Reply to Response to Motion by Plaintiff Kal-Mor-USA, LLC. (Larsen, Bart) (Entered: 10/23/2017)   |
| 10/25/2017 | <u>20</u> | RESPONSE to <u>14</u> Motion for Partial Summary Judgment, filed by Defendant Omni Financial LLC. Replies due by 11/8/2017. (Attachments: # <u>1</u> Exhibit 1 — Declaration of Martin Boone, # <u>2</u> Exhibit 2 — Omni/Kal-Mor Settlement Agreement, # <u>3</u> Exhibit 3 — Omni / First 100 Settlement Agreement, # <u>4</u> Exhibit 4 — Email dated 1/30/2017, # <u>5</u> Exhibit 5 — Email dated 4/21/2017, # <u>6</u> Exhibit 6 — Title Reports, # <u>7</u> Exhibit 7 — Confirmation of Continuation of Foreclosure Sales, # <u>8</u> Exhibit 8 — Declaration of Robert Hernquist)(Hernquist, Robert) (Entered: 10/25/2017)     |
| 11/13/2017 | <u>21</u> | REPLY to Response to <u>14</u> Motion for Partial Summary Judgment by Plaintiff Kal-Mor-USA, LLC. (Larsen, Bart) (Entered: 11/13/2017)   |
| 06/15/2018 | <u>22</u> | MINUTE ORDER IN CHAMBERS of the Honorable Judge Richard F. Boulware, II on 6/15/2018.IT IS ORDERED that a hearing regarding <u>11</u> MOTION to Remand to State Court , and <u>14</u> MOTION for Partial Summary Judgment Motion Hearing is set  |

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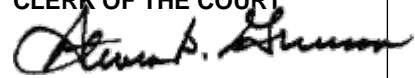
|            |    |  |
|------------|----|--|
|            |    | for June 22, 2018 at 02:00 PM in LV Courtroom 7C before Judge Richard F. Boulware, II. A hearing is set June 22, 2018. Counsel for the parties are ordered to appear at this hearing. Failure to appear at the scheduled hearing time may result in the imposition of sanctions, including but not limited to monetary sanctions, granting of the opposing party's motion or case-dispositive sanctions. Each party shall have three days to notify the Courtroom Administrator by email at blanca_lenzi@nvd.uscourts.gov if unable to attend and propose an alternative hearing time after consulting with opposing counsel. (no image attached) (Copies have been distributed pursuant to the NEF - BEL) (Entered: 06/15/2018)   |
| 06/19/2018 | 23 | MINUTE ORDER IN CHAMBERS of the Honorable Richard F. Boulware, II on 6/19/2018. At the request and agreement of counsel for the parties, IT IS ORDERED that a hearing regarding <u>11</u> MOTION to Remand to State Court, and <u>14</u> MOTION for Partial Summary Judgment Motion Hearing set for June 22, 2018 is vacated and RESET to July 2, 2018 at 2:00 PM in LV Courtroom 7C before Judge Richard F. Boulware, II. (no image attached) (Copies have been distributed pursuant to the NEF - BEL) (Entered: 06/19/2018)  |
| 07/02/2018 | 25 | MINUTES OF PROCEEDINGS - Motion Hearing held on 7/2/2018 before the Honorable Richard F. Boulware, II. Ctrm Administrator: Blanca Lenzi; Pla Counsel: Bart Larsen, Esq.; Def Counsel: Robert Hernquist, Esq.; Electronic Court Recorder Operator: A. Kamaka; Recording start and end times: 2:13: 59 PM 2:46:22 PM; Courtroom: 7C. The Court makes preliminary statements and hears representations from counsel regarding the <u>11</u> Motion to Remand to State Court, <u>14</u> Motion for Partial Summary Judgment, Dismiss, and <u>7</u> Motion to Stay/Bifurcate Case. For the reasons stated on the record at the hearing the Court takes the motions under submission and will issue a written ruling. (no image attached) (Copies have been distributed pursuant to the NEF - BEL) (Entered: 07/06/2018) |
| 07/03/2018 | 24 | ORDER. IT IS ORDERED that Defendant First 100 is directed to submit a notice of consent or non-consent to removal within one week of the date of entry of this Order. IT IS FURTHER ORDERED that Defendant Omni is directed to file a submission establishing diversity jurisdiction one week after First 100 files its consent to removal. IT IS FURTHER ORDERED that a ruling on <u>11</u> Plaintiff's Motion to Remand is DEFERRED.<br>IT IS FURTHER ORDERED that <u>14</u> Plaintiff's Partial Motion for Summary Judgment is DENIED WITHOUT PREJUDICE.<br>See Order for details. Signed by Judge Richard F. Boulware, II on 7/3/2018. (Copies have been distributed pursuant to the NEF - MR) (Entered: 07/03/2018)   |
| 07/09/2018 | 26 | NOTICE First 100, LLC's Notice of Non-Consent to Notice of Removal by First 100 LLC re <u>1</u> Petition for Removal., (Gutierrez, Joseph) (Entered: 07/09/2018)   |
| 07/10/2018 | 27 | ORDER. IT IS ORDERED that <u>11</u> Plaintiff's Motion to Remand is GRANTED. The Clerk of Court is instructed to remand this case to the Eighth Judicial District Court, case number A-757061, and to close this case. Signed by Judge Richard F. Boulware, II on 7/9/2018. (Copies have been distributed pursuant to the NEF - cc: Certified Copy of Order and Docket Sheet sent to State Court - MR) (Entered: 07/10/2018)   |

I hereby attest and certify on 7/10/18  
that the foregoing document is a full, true  
and correct copy of the original on file in my  
legal custody.

CLERK, U.S. DISTRICT COURT  
DISTRICT OF NEVADA

By W. Reyes Deputy Clerk





**MPSJ**

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*Attorneys for Plaintiff*

*Kal-Mor-USA, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

\* \* \*

KAL-MOR-USA, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; FIRST 100, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROE ENTITIES I through X, inclusive,

Defendants.

CASE NO. A-17-757061-C

DEPT. NO. 2

**PLAINTIFF'S MOTION FOR  
PARTIAL SUMMARY JUDGMENT**

Date:

Time:

COMES NOW Plaintiff Kal-Mor-USA, LLC ("Kal-Mor"), by and through its attorneys of record, the law firm of Kolesar & Leatham, and hereby moves this Court to enter an order granting partial summary judgment against Defendant Omni Financial, LLC ("Omni") as to Kal-Mor's fourth cause of action for declaratory relief and Kal-Mor's fifth cause of action for quiet title. More specifically, Kal-Mor moves this Court to enter an order declaring that Omni holds no security interest, lien, or other interest in any of the nine (9) separate real properties owned by Kal-Mor that are at issue in this litigation (as described in greater detail herein, the "Kal-Mor Properties").

1 The Motion is made and based upon Nev. R. Civ. P. 56(c), NRS 40.430 and 40.435, the  
2 points and authorities herein, the Declaration of Greg Darroch (the "Darroch Declaration") filed  
3 in support hereof, the exhibits attached to the Darroch Declaration, the papers and pleadings on  
4 file, and any additional arguments the Court may entertain at the hearing of this Motion.

5 DATED this 26<sup>th</sup> day of July, 2018.

6 **KOLESAR & LEATHAM**

7  
8 /s/ Bart K. Larsen, Esq.

9 BART K. LARSEN, ESQ.

10 Nevada Bar No. 8538

400 South Rampart Boulevard, Suite 400

Las Vegas, Nevada 89145

11 *Attorneys for Plaintiff Kal-Mor-USA, LLC*

12  
13 **NOTICE OF HEARING**

14  
15 PLEASE TAKE NOTICE that the undersigned will bring the foregoing Motion on for  
16 hearing on the 27 day of August, 2018, in Department No. 2 of the above Court at  
17 the hour of 10:30 A.m., or as soon thereafter as counsel may be heard.  
18

19 DATED this 26<sup>th</sup> day of July, 2018.

20 **KOLESAR & LEATHAM**

21  
22 /s/ Bart K. Larsen, Esq.

23 BART K. LARSEN, ESQ.

24 Nevada Bar No. 8538

400 South Rampart Boulevard, Suite 400

Las Vegas, Nevada 89145

25 *Attorneys for Plaintiff Kal-Mor-USA, LLC*  
26  
27  
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Kal-Mor purchased the Kal-Mor Properties in 2014 and 2015 from Defendant First 100,  
4 LLC ("First 100"), which had acquired the Kal-Mor Properties through homeowner association  
5 ("HOA") assessment lien foreclosure sales conducted pursuant to Chapter 116 of Nevada  
6 Revised Statutes. Since its purchase of the Kal-Mor Properties, Kal-Mor has made significant  
7 investments to renovate, repair, and maintain the Kal-Mor Properties, which it now operates as  
8 residential rental properties. Kal-Mor also pays all property taxes and HOA assessments for  
9 each of the Kal-Mor Properties.

10 In selling the Kal-Mor Properties, however, First 100 failed to disclose to Kal-Mor that it  
11 had previously pledged its interests in the Kal-Mor Properties as partial collateral for a  
12 \$5 million loan made by Omni to First 100. In early 2016, litigation erupted between Omni and  
13 First 100 concerning the enforcement of Omni's loan. Omni and First 100 eventually entered  
14 into a settlement agreement under which all obligations owed in connection with Omni's loan  
15 were released and discharged and replaced with the new obligations set forth in the settlement  
16 agreement. Pursuant to that settlement agreement, Omni and First 100 stipulated to the entry of a  
17 final judgment against First 100 in the amount of \$4.8 million for the unpaid balance of Omni's  
18 loan.

19 As a result of the entry of a final \$4.8 million judgment against First 100 for the  
20 indebtedness owed on the Omni loan, any security interest or lien Omni might claim against the  
21 Kal-Mor Properties was discharged and released pursuant to Nevada's one-action rule as set  
22 forth at NRS 40.430 and 40.435. Omni, therefore, holds no valid security interest or lien against  
23 any of the Kal-Mor Properties. Additionally, the settlement agreement between Omni and First  
24 100 constitutes a novation, which completely replaced the parties' prior agreement as to the  
25 Omni loan and, as a matter of law, discharged and released any security interest or lien Omni  
26 could claim against any of the Kal-Mor Properties.

27 This Court should, therefore, enter an order granting partial summary judgment and  
28 declaring that any security interest or lien Omni could claim against the Kal-Mor Properties as

collateral for its loan to First 100 was discharged and released (i) under Nevada's one-action rule as a result of the entry of the final \$4.8 million judgment against First 100 and (ii) also as a matter of law due to the novation of the Omni loan through the settlement agreement between Omni and First 100.

## II. STATEMENT OF FACTS

### The Omni Loan Transaction

1. On May 27, 2014, First 100 and Omni entered into a Loan Agreement under which Omni agreed to loan up to \$5,000,000 to First 100. In connection therewith, First 100 executed a Promissory Note dated May 27, 2014 in favor of Omni (the "Omni Loan").<sup>1</sup>

2. The Omni Loan was apparently secured by a Security Agreement dated May 27, 2014 (the "Security Agreement") under which First 100 pledged certain real and personal property as collateral for the Omni Loan.<sup>2</sup>

3. Among other things, the collateral purportedly pledged pursuant to the Security Agreement was evidenced by (i) a Deed of Trust dated May 27, 2014 (the "May 2014 Deed of Trust"), (ii) a Deed of Trust dated June 17, 2014 (the "June 2014 Deed of Trust"), and a Deed of Trust dated August 21, 2014 (the "August 2014 Deed of Trust") and together with the May 2014 Deed of Trust and June 2014 Deed of Trust, the "Deeds of Trust").

4. The May 2014 Deed of Trust was recorded in the official records of the Clark County, Nevada Recorder (the "Official Records") as instrument number 20140529-0001342 on May 29, 2014. Under the May 2014 Deed of Trust, First 100 purported to pledge various real properties as collateral for the Omni Loan, including, but not limited to:

- a. The property commonly known as 1217 Neva Ranch Avenue, North Las Vegas, Nevada 89081, also designated as Clark County Assessor Parcel Number ("APN") 124-26-311-029 (the "Neva Ranch Property");
- b. The property commonly known as 230 East Flamingo Road #330, Las Vegas, Nevada 89169, also designated as APN 162-16-810-355 (the "East Flamingo");

<sup>1</sup> Darroch Declaration, ¶ 3. See First 100 Settlement attached to the Darroch Declaration as Exhibit 30, p. 1, ¶ B.

<sup>2</sup> *Id.*, ¶ 4. See First 100 Settlement, p. 1, ¶ B.

- 1                   Property”);
- 2                   c. The property commonly known as 2615 West Gary Avenue #1065, Las Vegas,
- 3                   Nevada 89123, also designated as APN 177-20-813-127 (the “West Gary
- 4                   Property”); and
- 5                   d. The property commonly known as 6575 Shining Sand Avenue, Las Vegas,
- 6                   Nevada 89142, also designated as APN 161-10-511-072 (the “Shining Sand
- 7                   Property”).
- 8                   5. The June 2014 Deed of Trust was recorded in the Official Records as instrument
- 9                   number 20140718-0001253 on July 18, 2014. Under the June 2014 Deed of Trust, First 100
- 10                  purported to pledge certain additional real properties as collateral for the Omni Loan, including,
- 11                  but not limited to:
- 12                   a. The property commonly known as 4921 Indian River Drive #112, Las Vegas,
- 13                   Nevada 89103, also designated as APN 163-24-612-588 (the (“4921 Indian River
- 14                   Property”);
- 15                   b. The property commonly known as 5009 Indian River Drive #155, Las Vegas,
- 16                   Nevada 89103, also designated as APN 163-24-612-639 (the “5009 Indian River
- 17                   Property”);
- 18                   c. The property commonly known as 5295 Indian River Drive #314, Las Vegas,
- 19                   Nevada 89103, also designated as APN 163-24-612-798 (the “5295 Indian River
- 20                   Property”); and
- 21                   d. The property commonly known as 4400 Sandy River Drive #16, Las Vegas,
- 22                   Nevada 89103, also designated as APN 163-24-612-500 (the “Sandy River
- 23                   Property”).
- 24                   6. The August 2014 Deed of Trust was recorded in the Official Records as
- 25                   instrument number 20140826-0001916 on August 26, 2014. Under the August 2014 Deed of
- 26                   Trust, First 100 purported to pledge as collateral for the Omni Loan the real property commonly
- 27                   known as 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156, also designated as APN
- 28                   140-21-611-018 (the “Camino Ramon Property” and together with the Neva Ranch Property, the

East Flamingo Property, the West Gary Property, the Shining Sand Property, the 4921 Indian River Property, the 5009 Indian River Property, the 5295 Indian River Property, and the Sandy River Property, the “Kal-Mor Properties”).

7. The August 2014 Deed of Trust, however, did not include any legal description for the Camino Ramon Property. On October 5, 2016, Omni re-recorded the August 2014 Deed of Trust in the Official Records with the legal description for the Camino Ramon Property attached as Addendum “A” as instrument number 20161005-0002287.

8. On April 24, 2017, Omni re-recorded the May 2014 Deed of Trust in the Official Records as instrument number 20170424-0000178 in an attempt to correct the incomplete and incorrect legal descriptions set forth in the May 2014 Deed of Trust.

9. On April 24, 2017, Omni re-recorded the June 2014 Deed of Trust in the Official Records as instrument number 20170424-0000179 in an attempt to correct the incomplete and incorrect legal descriptions set forth in the June 2014 Deed of Trust.

10. Kal-Mor was not a party to the Omni Loan transaction, was not involved in any way in the negotiation or origination of the Omni Loan, and did not receive any proceeds from the Omni Loan. Kal-Mor owes no indebtedness to Omni in connection with the Omni Loan or otherwise.<sup>3</sup>

### **The PrenPoinciana Transactions**

11. On or around February 2, 2015 and with Omni’s consent, First 100 entered into a Proceeds Purchase Sharing Agreement (“PPSA”) with PrenPoinciana, LLC (“PrenPoinciana”) under which PrenPoinciana purchased certain rights to share in the proceeds of certain receivables, and First 100 granted PrenPoinciana a junior security interest in such receivables, which had previously been pledged as collateral for the Omni Loan.<sup>4</sup>

12. On or around April 20, 2015, PrenPoinciana affiliate, Prentice Lending II, LLC (“Prentice”), loaned \$150,000 (the “Prentice Loan”) to First 100 and also received a junior security interest in certain receivables that had previously been pledged as collateral for the

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<sup>3</sup> Darroch Declaration, ¶ 6.

<sup>4</sup> See First 100 Settlement, p. 1, ¶ C.

Omni Loan.<sup>5</sup>

13. Kal-Mor was not involved in any way in negotiating or a party to either the PPSA or the Prentice Loan, received no proceeds under either the PPSA or the Prentice Loan, and owes no indebtedness to either PrenPoinciana or Prentice. Furthermore, neither the PPSA nor the Prentice Loan was ever secured by any of the Kal-Mor Properties.

**The Purchase of the Kal-Mor Properties**

14. First 100's primary business operations involve the purchase and sale of residential real properties in Clark County, Nevada that are acquired by First 100 through HOA assessment lien foreclosure sales conducted pursuant to the provisions of Chapter 116 of Nevada Revised Statutes.

15. During 2013, 2014, and 2015, Kal-Mor purchased several such properties from First 100, including the nine (9) Kal-Mor Properties discussed above that are the subject of this action.<sup>6</sup>

16. Each of the Kal-Mor Properties is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in one or more unit-owners' associations.<sup>7</sup>

17. First 100 purchased each of the Kal-Mor Properties in separate transactions either through a non-judicial foreclosure sale based upon a super-priority lien arising under NRS 116.3116 or directly from a unit owners' association that had previously acquired the Property by foreclosing upon a super-priority lien arising under NRS 116.3116.<sup>8</sup>

18. In subsequently marketing and selling the Kal-Mor Properties to Kal-Mor, First 100 misrepresented to Kal-Mor that it was transferring to Kal-Mor the same rights, title, and

<sup>5</sup> See First 100 Settlement, p. 2, ¶ D.

<sup>6</sup> Darroch Declaration, ¶¶ 7, 8, 12, 19, 26, 33, 40, 47, 54, 61, and 68. The facts surrounding Kal-Mor's purchase of the Kal-Mor Properties are described in much greater detail in the Darroch Declaration.

<sup>7</sup> *Id.*, ¶¶ 9, 16, 23, 30, 37, 44, 51, 58, and 65.

<sup>8</sup> *Id.*, ¶¶ 10, 11, 17, 18, 24, 25, 31, 32, 38, 39, 45, 46, 52, 53, 59, 60, 66, and 67.



interests in the Kal-Mor Properties that First 100 had acquired in purchasing the Kal-Mor Properties.<sup>9</sup>

19. First 100 did not disclose to Kal-Mor that it had previously pledged any interest in any of the Kal-Mor Properties as collateral for the Omni Loan or that any of the Kal-Mor Properties was subject to any of the Omni Deeds of Trust.<sup>10</sup>

20. Kal-Mor had no actual knowledge or notice of any of the Omni Deeds of Trust when it purchased the Kal-Mor Properties from First 100 in 2014 and 2015.<sup>11</sup>

### **The First 100 Action**

21. In 2015, First 100 fell delinquent in its payment obligations under Omni Loan. As a result, on January 8, 2016, Omni and PrenPoinciana issued a joint Notification of Disposition of Collateral in which they identified the personal property subject to their security interests and scheduled a sale of such collateral to take place in accordance with NRS Chapter 104 on January 21, 2016 (the “UCC Sale”).<sup>12</sup>

22. On January 15, 2016, First 100 filed a complaint in the Eighth Judicial District Court in Clark County, Nevada (Case No. A-16-730374-C) (the “First 100 Action”) in which it asserted various claims against Omni and PrenPoinciana, and sought an injunction to prevent Omni and PrenPoinciana from proceeding with the UCC Sale. On January 18, 2016, Omni removed the First 100 Action to the United States District Court for the District of Nevada (the “District Court”) (Case No. 2:16-cv-00099).<sup>13</sup>

23. After several months of litigation in the First 100 Action, Omni eventually completed the UCC Sale on May 25, 2016 and purchased certain First 100 personal property that had been pledged as collateral for the Omni Loan under the Security Agreement through a

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<sup>9</sup> *Id.*, ¶¶ 13, 20, 27, 34, 41, 48, 55, 62 and 69.

<sup>10</sup> *Id.*, ¶¶ 14, 21, 28, 35, 42, 49, 56, 63, and 70.

<sup>11</sup> *Id.*, ¶¶ 15, 22, 29, 36, 43, 50, 57, 64, and 71.

<sup>12</sup> *Id.*, ¶ 72.

<sup>13</sup> *Id.*, ¶ 73.

successful credit bid.<sup>14</sup>

24. Concurrent with its completion of the UCC Sale, Omni paid \$800,000 to PrenPoinciana and Prentice to purchase their respective interests under the PPSA and the Prentice Loan.<sup>15</sup>

25. Various disputes subsequently arose between First 100 and Omni as to, among other things, the outstanding balance of the Omni Loan, the reasonableness of the UCC Sale, the value of the personal property purchase by Omni through the UCC Sale, First 100's liability for the remaining balance of the Omni Loan, and First 100's liability to Omni for amounts owed under the PPSA and the Prentice Loan.<sup>16</sup>

26. After several additional months of litigation in the First 100 Action, Omni and First 100 reached an agreement to resolve their various disputes and entered into a written settlement agreement (the "First 100 Settlement").<sup>17</sup>

27. Under the First 100 Settlement, First 100 and Omni released all claims related to the First 100 Action, First 100's default and breach of its obligations under the Omni loan, and Omni's newly-acquired rights under the PPSA and the Prentice Loan.<sup>18</sup>

28. In connection with the First 100 Settlement, the District Court entered a Stipulated Judgment on February 16, 2017 in the First 100 Action through which it entered final judgment in favor of Omni and against First 100 in the amount of \$4.8 million, which included the remaining balance of the Omni Loan<sup>19</sup> (the "First 100 Judgment") and at least a portion of the indebtedness First 100 owed to Omni in connection with the PPSA and the Prentice Loan<sup>20</sup>, and dismissed all claims, counterclaims, and third-party claims asserted in the First 100 Action

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<sup>14</sup> *Id.*, ¶ 74.

<sup>15</sup> *See* First 100 Settlement, p. 2, ¶ D.

<sup>16</sup> Darroch Declaration, ¶ 76.

<sup>17</sup> *Id.*, ¶ 77. *See* First 100 Settlement.

<sup>18</sup> Darroch Declaration, ¶ 78.

<sup>19</sup> In the Counterclaim [ECF No. 99] Omni filed in the First 100 Action on June 15, 2016, Omni alleged at ¶ 9 that the unpaid balance of the Omni Loan was just \$4.1 million.

<sup>20</sup> *See* First 100 Settlement, p. 4, ¶ 3.

1 with prejudice, reserving only the rights of the parties to enforce the First 100 Settlement.<sup>21</sup>

2 **Omni's Attempts to Enforce the Deeds of Trust**

3 29. Kal-Mor maintains and operates the Kal-Mor Properties as residential rental  
4 properties.<sup>22</sup> Beginning on or about September 29, 2016, Omni began making demands upon  
5 tenants occupying the Kal-Mor Properties for payment of rent Omni claimed to be entitled to  
6 collect pursuant to various assignments of rents contained within the Deeds of Trust.<sup>23</sup>

7 30. Notwithstanding the subsequent entry of the First 100 Judgment, Omni continues  
8 to make demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni  
9 claims to be entitled to collect pursuant to various assignments of rents contained within the  
10 Deeds of Trust.<sup>24</sup> To date, Omni has collected in excess of \$5,000 in rent rightfully owed to Kal-  
11 Mor from tenants occupying the Kal-Mor Properties.<sup>25</sup>

12 31. On May 15, 2017, Omni caused a Notice of Breach and Election to Sell under  
13 Deeds of Trust (the "Notice of Default") to be recorded in the Official Records against the Kal-  
14 Mor Properties as instrument number 20140515-0000474.<sup>26</sup>

15 32. Under the Notice of Default, Omni claims to be legally entitled to cause the Kal-  
16 Mor Properties to be sold through non-judicial foreclosure pursuant to the Deeds of Trust to  
17 satisfy the outstanding balance of the Omni Loan.<sup>27</sup>

18 33. Omni intends to cause the Kal-Mor Properties to be sold through non-judicial  
19 foreclosure sales pursuant to the Deeds of Trust and to retain the proceeds and benefits of such  
20 sales.<sup>28</sup>

21 34. On August 15, 2017, Omni caused a Notice of Trustee's Sale scheduling a non-

22 \_\_\_\_\_  
23 <sup>21</sup> Darroch Declaration, ¶ 79. A copy of the First 100 Judgment is attached to the Darroch Declaration as Exhibit 24.

24 <sup>22</sup> *Id.*, ¶ 80.

25 <sup>23</sup> *Id.*, ¶ 81. A copy of one such demand is attached to the Darroch Declaration as Exhibit 25.

26 <sup>24</sup> *Id.*, ¶ 82.

27 <sup>25</sup> *Id.*, ¶ 83.

28 <sup>26</sup> *Id.*, ¶ 85. A copy of the Notice of Default is attached to the Darroch Declaration as Exhibit 26.

<sup>27</sup> *Id.*, ¶ 86.

<sup>28</sup> *Id.*, ¶ 87.

judicial foreclosure sale of the Kal-Mor Properties for September 12, 2017 to be recorded in the Official Records against the Kal-Mor Properties as instrument number 20170815-0000144.<sup>29</sup>

35. Omni later caused the non-judicial foreclosure sale originally scheduled for September 12, 2017 to be postponed indefinitely pending the resolution of this litigation.

### III. LEGAL ARGUMENT

#### A. KAL-MOR IS ENTITLED TO PARTIAL SUMMARY JUDGMENT.

The court must enter summary judgment when, “after a review of the record viewed in a light most favorable to the non-moving party, no genuine issues of material fact remain, and the moving party is entitled to judgment as a matter of law.” *Fire Ins. Exch. v. Cornell*, 120 Nev. 303, 305, 90 P.3d 978, 979 (2004); NRCP 56(c). In *Wood v. Safeway, Inc.*, Nevada rejected the “slightest doubt” standard, which discouraged summary judgment, and adopted the U.S. Supreme Court’s standard as set forth in the Celotex trilogy, which encourages the use of summary judgment to resolve litigation. 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005). The Wood court also emphasized the language of NRCP 1, which states that the Nevada Rules of Civil Procedure are designed “to secure the just, speedy, and inexpensive determination of every action.” *Id.* at 730, 121 P.3d at 1030.

The moving party is entitled to summary judgment pursuant to NRCP 56(c) when the pleadings, depositions, answers to interrogatories, admissions, and affidavits on file show that there exists no genuine issue as to any material fact. *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 713, 57 P.3d 82, 87 (2002). Conversely, to defeat a motion for summary judgment, the non-moving party must rely on admissible evidence, and not “on the gossamer threads of whimsy, speculation, and conjecture.” *Id.* at 713-14, 57 P.3d at 87 (citation omitted). To effectuate the purpose of NRCP 56, the proper inquiry focuses on two key terms: material and genuine. “The substantive law controls which factual disputes are material and will preclude summary judgment; other factual disputes are irrelevant. A factual dispute is genuine when the evidence is such that a rational trier of fact could return a verdict for the nonmoving party.”

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<sup>29</sup> A copy of the Notice of Trustee’s sale is attached to the Darroch Declaration as Exhibit 27.

1 *Wood* at 731, 121 P.3d at 1031.

2 For the reasons set forth below, Kal-Mor is entitled to partial summary judgment  
3 determining that any security interest or lien Omni could claim against the Kal-Mor Properties as  
4 collateral for the Omni Loan was discharged and released (i) under Nevada's one-action rule as a  
5 result of the entry of the final \$4.8 million judgment against First 100 and (ii) also as a matter of  
6 law due to the novation of the Omni Loan through the settlement agreement between Omni and  
7 First 100.

8 **B. THE FIRST 100 JUDGMENT RELEASED AND DISCHARGED THE**  
9 **DEEDS OF TRUST.**

10 The \$4.8 million First 100 Judgment was entered on the unpaid balance of the Omni  
11 Loan on February 16, 2017. Pursuant to Nevada's one-action rule, the entry of the First 100  
12 Judgment released and discharged any security interest or lien Omni could have claimed against  
13 the Kal-Mor Properties. Consequently, Omni has no remaining security interest in the Kal-Mor  
14 Properties and no power to foreclose on the Kal-Mor Properties under the Deeds of Trust.

15 NRS 40.430 is commonly referred to as Nevada's "one-action rule." *Walters v. Eighth*  
16 *Judicial Dist. Court*, 127 Nev. 723, 725, 263 P.3d 231, 232 (2011). "The one-action rule  
17 provides that 'there may be but one action for the recovery of any debt, or for the enforcement of  
18 any right secured by a mortgage or other lien upon real estate.'" *Hefetz v. Beavor*, 397 P.3d 472  
19 (Nev. 2017) (quoting NRS 40.430).

20 [T]he purpose behind the one-action rule in Nevada is to prevent harassment of  
21 debtors by creditors attempting double recovery by seeking a full money  
22 judgment against the debtor and by seeking to recover the real property securing  
the debt. Under the one-action rule, a debtor can require a creditor to foreclose on  
real estate security before suing on the note or, if the creditor sues on the note  
first, force the creditor to lose its security interest.

23 *McDonald v. D.P. Alexander & Las Vegas Boulevard, LLC*, 121 Nev. 813, 816, 123 P.3d 748,  
24 751 (2005).

25 "If the creditor sues the debtor personally on the debt, the debtor may then either assert  
26 the one-action rule, forcing the creditor to proceed against the security first before seeking a  
27 deficiency from the debtor, or decline to assert the one-action rule, accepting a personal  
28 judgment and depriving the creditor of its ability to proceed against the security." *Hefetz*, 397

1 P.3d at 476 (citations omitted). “The right to waive the security is the debtor’s, not the  
2 creditor’s.” *Keever v. Nicholas Beers Co.*, 96 Nev. 509, 513, 611 P.2d 1079, 1082 (1980).

3 Furthermore, the one-action rule applies regardless of whether it is asserted by the actual  
4 debtor or a successor in interest. *See Nev. Wholesale Lumber Co. v. Myers Realty, Inc.*, 92 Nev.  
5 24, 30, 544 P.2d 1204, 1208 (1976) (“[F]ailure to assert NRS 40.430 as an affirmative defense  
6 [in a separate action brought in violation of NRS 40.430] does not result in a waiver of all  
7 protection under that statute and leaves the debtor or his successor in interest free to invoke the  
8 sanction aspect of the ‘one-action’ rule.”).

9 In *Bonicamp v. Vazquez*, 120 Nev. 377, 380, 91 P.3d 584, 586 (2004), for example, the  
10 debtors gave a creditor a deed of trust on a real property located in Nevada as collateral for a bail  
11 bond obligation in Colorado. *Id.* at 379, 91 P.3d at 585. When the debtors later defaulted on the  
12 obligation under the bail bond, the creditor obtained a default judgment against the debtors in  
13 Colorado. *Id.* Shortly thereafter, the creditor domesticated the Colorado judgment in Nevada  
14 and commenced a separate Nevada action for judicial foreclosure against the real property  
15 collateral. *Id.* On these facts, the Nevada Supreme Court held that, under Nevada’s one-action  
16 rule, the creditor forfeited its rights in the real property collateral by first obtaining a personal  
17 judgment against the debtors. *Id.* at 380, 91 P.3d at 586.

18 Omni intentionally sought and obtained a final judgment against First 100 for the unpaid  
19 balance of the Omni Loan. The impact of the one-action rule on such facts is clear. Where a  
20 creditor, such as Omni, obtains a final judgment against a borrower on the debt before  
21 foreclosing, that creditor forever loses the right to foreclose against real property securing the  
22 debt.

23 **1. The First 100 Judgment Is a Final Judgment.**

24 Any suggestion by Omni that the First 100 Judgment was not intended to be a final  
25 judgment is absurd. The stipulation prepared by Omni’s counsel pursuant to which the First 100  
26 Judgment was entered was titled “STIPULATION AND ORDER FOR ENTRY OF FINAL  
27  
28

JUDGMENT.”<sup>30</sup> The notion that the First 100 Judgment is anything other than a final judgment contradicts the plain language of the First 100 Settlement, the First 100 Stipulation, and the First 100 Judgment. First, § 15(e) of the First 100 Settlement specifically states, “[t]he Stipulated Judgment ... shall serve as a final judgment between Omni, First 100, Holdings, and all Guarantors as to all claims asserted in the Lawsuit.” Obviously, Omni and First 100 both intended that the First 100 Judgment be a final judgment. Second, the First 100 Stipulation was specifically titled *Stipulation and Order for Entry of Final Judgment* and went on to refer to the \$4.8 million stipulated judgment to be entered pursuant thereto as a “final judgment.”<sup>31</sup> Finally, the First 100 Judgment itself plainly enters judgment against First 100 in the amount of \$4.8 million and dismisses with prejudice all other claims in the First 100 Action.

The First 100 Judgment is obviously a final judgment. *See Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000) (A final judgment “is one that disposes of all the issues presented in the case, and leaves nothing for the future consideration of the court, except for post-judgment issues such as attorney’s fees and costs.”). Omni should also consider the fact that the \$4.8 million First 100 Judgment would be entirely unenforceable should it be deemed to be a mere interlocutory order. “An execution ordinarily may issue only upon a final judgment, or in other words, an execution will not ordinarily issue except for the enforcement of a final judgment. Enforcement of a judgment by execution thus presupposes a judgment which determines with finality the rights and liabilities of the parties, and is not merely interlocutory. An interlocutory judgment or order cannot be enforced through execution.” 30 Am.Jur.2d Executions, Etc., § 56 (2017) (citations omitted).

Like every other state that has addressed the issue, Nevada refuses allow for the enforcement of interlocutory orders through execution.<sup>32</sup> Over century ago, the Nevada Supreme

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<sup>30</sup> A copy of the Stipulation and Order for Entry of Final Judgment is attached to the Darroch Declaration as Exhibit 28.

<sup>31</sup> *See* First 100 Stipulation, ¶ 8 (“Notwithstanding the foregoing, the entry of a final judgment by this Court pursuant to this Stipulation and Order shall not preclude or otherwise impair any claim or defense that may exist or arise between or among the Parties with respect to a breach of the Settlement Agreement.”).

<sup>32</sup> Rule 69(a) states, “[t]he procedure on execution ... must accord with the procedure of the state where the court is located, but a federal statute governs to the extent it applies.” Nev. R. Civ. P. 69(a).

1 Court noted, “The only provision for an execution in our civil procedure is after final judgment.”  
2 *Kapp v. Seventh Judicial District Court*, 32 Nev. 264, 265, 107 P.95 (1910). In the 108 years  
3 that have passed since the Nevada Supreme Court decided *Kapp*, federal and state courts across  
4 the country have repeatedly and uniformly held that interlocutory orders – even if erroneously  
5 denominated as “judgments” – cannot be enforced by execution. *See, e.g., Qatar Nat’l Bank v.*  
6 *Winmar, Inc.*, 831 F.Supp.2d 159, 161-62 (D.D.C. 2011) (“There is no question that ‘[a]n  
7 execution ordinarily may issue only upon a final judgment.”); *In re Berke*, 837 F.2d 293 (7th  
8 Cir. 1988) (“a judgment not final under Rule 54(b) also is not one on which execution lies.”);  
9 *Metropolitan Atlanta Rapid Transit Auth. v. Federick*, 371 S.E.2d 204, 205 (Ga. App. 1988)  
10 (Only a final judgment can be enforced.)<sup>33</sup>; *Valley Natl Bank v. Meneghin*, 634 P.2d 570, 574  
11 (Ariz. 1981) (“A ‘judgment’ entered in an action which does not dispose of all claims or all  
12 parties and which does not contain a Rule 54(b) determination is not a final judgment and cannot  
13 support an execution.”); *U.S. Industries v. Anderson*, 579 F.2d 1227, 1229 (10th Cir. 1978)  
14 (absent Rule 54(b) certification, an interlocutory order is neither enforceable nor appealable;  
15 until it is a final judgment, the order is merely the non-executable resolution of an issue which  
16 may be revised at any time before final judgment is entered in the whole case.); *Intl Controls*  
17 *Corp. v. Vesco*, 535 F.2d 742, 744-45 (2d Cir. 1976) (“It is well-established that execution  
18 ordinarily may issue only upon a final judgment.”); *Redding & Co. v. Russwine Const. Corp.*,  
19 417 F.2d 721, 727 (D.C. Cir. 1969) (citing to the Nevada Supreme Court’s *Kapp* opinion and  
20 explaining that that “[a]n execution ordinarily may issue only upon a final judgment; further  
21 explaining that the demarcation between interlocutory and final orders is critical because it is  
22 only the latter that gives the losing party the option of filing an appeal or paying the judgment”);  
23 *CIT Financial Services v. Herb’s Indoor RV Center*, 108 Idaho 820, 702 P.2d 858 (Ct. App.  
24 1985) (An uncertified partial summary judgment, not being final or appealable, will not support a  
25 writ of execution.); *Cattle National Bank & Trust Co. v. Watson*, 293 Neb. 943, 880 N.W.2d 906  
26 (2016) (An interlocutory order granting summary judgment on fewer than all of the claims in an  
27

28 <sup>33</sup> Citing Wright, Miller & Kane, Federal Practice and Procedure, Civ.2d § 2661; 6 J. Moore, Federal Practice 54.42.



1 action cannot serve as the judgment required for an execution or garnishment in aid of  
2 execution.); *In re Providian Nat. Bank*, 2004 WL 354834 (Tex. App. Beaumont 2004)  
3 (Execution cannot issue on a judgment that is not final.); *Capital Bank and Trust Co. v. Lacey*,  
4 411 So. 2d 562 (La. Ct. App. 1st Cir. 1982) (A writ of execution is invalid if based upon a  
5 judgment that was not final when the writ was issued.); *1010 St. Charles Unit 1002 LLC v.*  
6 *Kemper Investors Life Ins. Co.*, 408 S.W.3d 253 (Mo. Ct. App. E.D. 2013) (A money judgment  
7 that is not sufficiently definite and certain to constitute a final judgment for purposes of appeal is  
8 also insufficient to enforce such a money judgment by execution.).

9 The law is perfectly clear. If the \$4.8 million First 100 Judgment is not a final judgment,  
10 Omni cannot collect from First 100. It would be incredible for Omni to argue that it accepted an  
11 unenforceable, interlocutory order in exchange for the waiver and release of its claims under the  
12 First 100 Settlement.

13 **2. The Entry of the First 100 Judgment Was Undoubtedly “an Action”**  
14 **under NRS 40.430.**

15 It would be equally absurd to argue for Omni to argue that the entry of the First 100  
16 Judgment was not “an action” under NRS 40.430. Obtaining a final judgment on a promissory  
17 note is the very essence of “an action” under Nevada’s one-action rule. In fact, Nevada’s one-  
18 action rule was purposely designed to prevent creditors like Omni from obtaining a judgment on  
19 a promissory note, as Omni did in obtaining the First 100 Judgment, only to then attempt to  
20 double its recovery by foreclosing on the underlying real property collateral, as Omni is now  
21 attempting to do. “The one-action rule was enacted to prevent double recovery by creditors ...  
22 The purpose of the rule is to relieve debtors of harassment by creditors seeking to recover both  
23 possession of the property securing the debt, and a full money judgment on the debt.” *Hart v.*  
24 *Hart*, 50 B.R. 956, 960 (Bankr. D. Nev 1985) (citation omitted).

25 In *Bonicamp*, the Nevada Supreme Court firmly rejected the creditor’s argument that the  
26 default judgment obtained in Colorado was not “an action” for purposes of NRS 40.430, finding  
27 that the act of seeking and obtaining a default judgment in Colorado was undoubtedly “an  
28 action” under the statute notwithstanding the fact that the creditor had made no previous effort to

collect. *Bonicamp*, 120 Nev. at 380-81, 91 P.3d at 586. The Court also chose to narrowly construe the exceptions to the one-action rule set forth in NRS 40.430(6), finding such exceptions applied only to the acts specifically enumerated therein. *Id.*

3. **Neither the First 100 Settlement nor the Prior Sale of the Kal-Mor Properties Precludes Enforcement of the One-Action Rule.**

The fact that the First 100 Judgment was entered as part of a voluntary settlement between Omni and First 100 is irrelevant. There can be no dispute that the \$4.8 million First 100 Judgment was entered in Omni's favor, nor can there be any reasonable dispute that the First 100 Judgment is a final judgment that fully resolved the First 100 Action. Omni cannot now attempt to double its recovery by also foreclosing on the Kal-Mor Properties. *See Nevada Wholesale Lumber Company v. Myers Realty*, 92 Nev. 24; 544 P.2d 1204 (1976) (holding that when a secured party failed to exhaust security before taking judgment on the underlying debt, it triggered the sanction aspect the one-action rule and discharged all security interests in the real property collateral).

In the case of *In re Pajaro Dunes Rental Agency, Inc.*, 156 B.R. 263 (N.D.Cal.1993), *aff'd*, 46 F.3d 1143 (9th Cir.1995), a secured note holder attempted to argue that a final judgment entered by stipulation did not trigger the sanction aspect California's one-action rule. That argument was firmly rejected. The note holder in *Pajaro* obtained "a stipulated personal money judgment" against two co-makers of a note that was secured by an office building. *Id.*, at 265. That office building had originally been pledged as collateral by the two co-makers against whom the stipulated judgment was entered; however, those two co-makers had transferred ownership the office building to a third co-maker of the note shortly after default but before the entry of the stipulated judgment. *Id.* When the note holder later attempted to foreclose on the office building, the third co-maker objected on the basis that the security interest in the office building had been extinguished as a result of the entry of the stipulated judgment against the other two co-makers pursuant to the one-action rule set forth at California Civil Procedure Code § 726.<sup>34</sup> *Id.*

<sup>34</sup> Similar to NRS 40.430, the relevant portion of § 726 provided: "[t]here can be but one form of action for the

The court in *Pajaro* held that the sanction aspect of the one-action rule was triggered by the entry of the stipulated judgment (i) regardless of the fact that the stipulated judgment was entered against only two of the three co-makers and (ii) regardless of the fact that the third co-maker asserting the one-action rule was not the original owner or pledger of the office building. *Id.*, at 266-69. In reaching this conclusion, the court noted that the one-action rule did not require any showing of prejudice by the party seeking the rule's projection. *Id.*, 267 ("The language of § 726 makes no reference to a requirement that a co-maker of a note must show prejudice before asserting his or her rights under the statute."). The court further observed that the sanction aspect of the one-action rule applies "regardless of whether the waived security is owned by the debtor or his successor in interest." *Id.*, at 268 (quoting *Walker v. Community Bank*, 10 Cal.3d 729, 740, 111 Cal.Rptr. 897, 518 P.2d 329 (1974)). Accordingly, to the extent that Omni would argue that the one-action rule should not apply in this case because the First 100 Judgment was entered by stipulation or because Kal-Mor was not a party to the Omni Loan transaction, Omni is clearly mistaken.

**4. Kal-Mor Is Entitled to Partial Summary Judgment on Its Claim for Quiet Title.**

"An action may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action, for the purpose of determining such adverse claim." NRS 40.010; *see also Howell v. Ricci*, 124 Nev. 1222, 1224, 197 P.3d 1044, 1046 n.1 (2008) (a quiet title action is the proper method by which to adjudicate disputed ownership of real property rights). For the reasons set forth both above and below, any security interest or lien Omni may have held in the Kal-Mor Properties was discharged and released as a result of the First 100 Settlement and the entry of the First 100 Judgment. As such, Kal-Mor is entitled to determination from this Court quieting title to the Kal-Mor Properties and finding that the Deeds of Trust have been discharged and that Omni holds no further right, claim, or interest in any of the Kal-Mor Properties.

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recovery of any debt or the enforcement of any right secured by mortgage upon real property or an estate for years therein, which action shall be in accordance with the provisions of this chapter."

C. **THE FIRST 100 SETTLEMENT WAS A NOVATION OF THE OMNI LOAN.**

1. **The First 100 Settlement Agreement Replaced the Omni Loan.**

In entering into the First 100 Settlement, Omni and First 100 completely replaced the disputed obligations and duties previously owed in connection with the Omni Loan with the new obligations and duties set forth therein. To confirm this fact, the Court need look no further than the releases set forth in Section 15 of the First 100 Settlement. Those releases provide in part as follows:

Omni Release. Except for the rights and obligations of the Parties under this Agreement, and effective immediately upon the exchange of fully executed counterparts of this Agreement ... Omni hereby unconditionally relieves, releases, acquits and forever discharges First 100 ... of and from any and all Liabilities and Claims arising out of, concerning, or in any manner relating to ... the Parties' prior settlement efforts and negotiations, and Enforcement Actions<sup>35</sup> undertaken by Omni with respect to the Omni Loan (including without limitation the UCC Sale and exercise of the assignment of rents).

...

Intent. It is the intention of the Parties under this Section 15 that under no circumstances will any Party commence any action or assert any claim as against any other Party (and in the express case of Omni, the Omni Parties such as Martin Boone or Genesis), other than with respect to (i) the enforcement of the terms of this Settlement Agreement, or (ii) for fraud, gross negligence or willful misconduct as discussed herein.<sup>36</sup>

2. **The First 100 Judgment Dismissed with Prejudice All Claims Related to the Omni Loan and the Deeds of Trust.**

The First 100 Judgment states in equally clear terms that both Omni and First 100 dismissed with prejudice all disputed claims related to the Omni Loan and the Deeds of Trust, reserving only the right to enforcement of the First 100 Settlement. Specifically, paragraphs 5 and 6 of the First 100 Judgment state: "The Lawsuit and any and all Disputes, Claims, Counterclaims, and Third-Party Claims are hereby dismissed with prejudice. This judgment

<sup>35</sup> Section 1 of the First 100 Settlement defines the term "Enforcement Actions" as "Omni letters dated April 8, 2015 and November 2, 2015 claiming First 100 to be in default of the Omni Loan; Omni asserting that it had accelerated that Loan; Omni commencing foreclosure actions which are the subject of this dispute; and Omni's response to the filing of lawsuits related to its claims."

<sup>36</sup> See First 100 Settlement, p. 16.

shall not preclude or otherwise impair any claim or defense that may exist or arise between or among the Parties with respect to a breach of the Settlement Agreement.”<sup>37</sup> The term “Disputes” as used in the First 100 Judgment is defined expansively to include “numerous disputes” regarding, among other things: “(a) First 100’s default on a line of credit loan extended by Omni pursuant to a loan agreement and other transaction documents dated May 27, 2014; ... and (f) Omni’s first-priority security interest, as beneficiary, under deeds of trust in various real properties previously or currently owned by First 100.”<sup>38</sup>

The end result of the First 100 Settlement and the First 100 Judgment is inescapable. Omni expressly waived, released, *and dismissed with prejudice* any and all claims it could have asserted based on First 100’s default under the Omni Loan or the Deeds of Trusts. Omni’s only remaining rights and remedies against First 100 are those set forth in the First 100 Settlement Agreement and First 100 Judgment.

### 3. The First 100 Settlement Is a Novation of the Omni Loan.

The intentional and unmistakable substitution of the First 100 Settlement for the Omni Loan was a novation. “A novation, or substituted contract, ‘is a contract that is itself accepted ... in satisfaction of [an] existing duty’ which ‘discharges the original duty.’” *Granite Construction Company v. Remote Energy Solutions, LLC*, 2017 WL 2334516 (Nev. May 25, 2017) (citing Restatement (Second) of Contracts § 279 (Am. Law Inst. 1981)).

All novations are substituted contracts, and the converse is also true that all substituted contracts are novations. An existing claim can be instantly discharged by the substitution of a new executory agreement in its place. This is true whether the prior claim is not yet matured at the time of the substitution, or is a claim to reparation for some prior breach of duty.

*Lazovich & Lazovich v. Harding*, 86 Nev. 434, 437, 470 P.2d 125, 128 (1970) (citing 6 Corbin on Contracts, s 147 (1951)). “A novation consists of four elements: (1) there must be an existing valid contract; (2) all parties must agree to a new contract; (3) the new contract must extinguish the old contract; and (4) the new contract must be valid.” *United Fire Ins. Co. v. McClelland*, 105 Nev. 504, 508, 780 P.2d 193, 195 (1989). “If all four elements exist, a novation occurred.”

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<sup>37</sup> Exhibit 24, p. 4 of 5.

<sup>38</sup> Exhibit 24, p. 3 of 5.

1 *Id.* “An intention to discharge the former debtor in the course of the novation need not be shown  
2 by express words to that effect but may be implied from the facts and circumstances.” *Id.*, at  
3 438.

4 The terms of the First 100 Settlement and the language of the First 100 Judgment provide  
5 clear and convincing proof of Omni and First 100’s intent to substitute the First 100 Settlement  
6 for the Omni Loan. In fact, Omni has dismissed with prejudice any claim it could assert against  
7 First 100 based on either its default under the Omni Loan or the Deeds of Trust.<sup>39</sup> In other  
8 words, Omni no longer has any right to enforce the note First 100 executed in entering into the  
9 Omni Loan; it can only enforce the First 100 Settlement and, by extension thereof, the First 100  
10 Judgment.

11 Moreover, the respective obligations of First 100 and Omni under the First 100  
12 Settlement are far different than the obligations owed under the Omni Loan. For instance, the  
13 indebtedness First 100 agreed to pay to Omni under the First 100 Settlement includes far more  
14 than just the unpaid balance of the Omni Loan, which Omni claimed was just \$4.1 million as of  
15 June 15, 2016.<sup>40</sup> The \$4.8 million First 100 Judgment includes at least a portion of the junior  
16 secured indebtedness<sup>41</sup> that Omni acquired from PrenPoinciana and Prentice in connection with  
17 the UCC Sale.<sup>42</sup> Moreover, in addition to the \$4.8 million First 100 Judgment, Omni also stands  
18 to collect an additional \$1.2 million or more under the First 100 Settlement before it would  
19 release any of its claimed liens.<sup>43</sup> Any funds advanced by Omni to manage the real and personal  
20 property that is the subject of the First 100 Settlement are also recoverable in full prior to the  
21 release of Omni’s claimed liens.<sup>44</sup> Finally, the First 100 Settlement replaced the lender-borrower  
22 relationship that existed under the Omni Loan with a type of joint venture agreement under  
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24 <sup>39</sup> Exhibit 24, p. 3 of 5.

25 <sup>40</sup> See Omni Counterclaim [ECF No. 99] filed in the First 100 Action on June 15, 2016, ¶ 9.

26 <sup>41</sup> The indebtedness Omni acquired from PrenPoinciana and Prentice was secured only by First 100’s personal  
property, not the Kal-Mor Properties.

27 <sup>42</sup> See First 100 Settlement, § 3.

28 <sup>43</sup> See First 100 Settlement, §§ 3, 11.

<sup>44</sup> See First 100 Settlement, § 6.

1 which First 100 stands to recover much of the collateral it pledged to Omni depending on the  
2 Omni and First 100's success in managing that collateral.<sup>45</sup>

3 There is absolutely no need to infer intent in this case. Omni's intent to trade its rights  
4 under the Omni Loan for those rights spelled out in the First 100 Settlement is unmistakable.  
5 Accordingly, the Court must determine as a matter of law that a novation occurred. *Id.*, at 437  
6 (novation can be determined as a matter of law "when the agreement and consent of the parties  
7 are unequivocal").

8 **4. The Novation of the Omni Loan Discharged the Deeds of Trust.**

9 The law is clear. All obligations owed by First 100 in connection with the Omni Loan  
10 were extinguished by novation when First 100 and Omni entered into the First 100 Settlement.  
11 The Deeds of Trust secured only the note that First 100 executed in entering into the Omni  
12 Loan.<sup>46</sup> That note is no longer enforceable as a result of the First 100 Settlement and the First  
13 100 Judgment, under which Omni expressly waived, released, and dismissed with prejudice any  
14 claim based on First 100's default under the Omni Loan or the Deeds of Trust.<sup>47</sup>

15 The discharge of a security interest through novation of the underlying debt is illustrated  
16 in the Nevada Supreme Court case of *Walker v. Shrake*, 75 Nev. 214, 339 P.2d 124 (1959) in  
17 which a lender obtained a money judgment against a defaulting borrower. In exchange for the  
18 borrower's execution of a new note for double the amount of the judgment, the lender agreed it  
19 would not execute on the judgment. *Id.*, at 246-47. When the borrower later defaulted in  
20 payment of the second note, the lender foreclosed upon its judgment lien against the borrower's  
21 real property. *Id.*, at 247. The Nevada Supreme Court found that the foreclosure sale was void  
22 on the basis that the lender's judgment lien was extinguished by novation based upon the second  
23 note. *Id.*, 247-48. Specifically, the Court held that the execution of the second note was  
24 "intended by the parties to and did substitute the new obligation for the judgment debt, thereby

25  
26 <sup>45</sup> See First 100 Settlement, § 11.

27 <sup>46</sup> Kal-Mor is not a party to the First 100 Settlement, and First 100 held no interest whatsoever in the Kal-Mor  
Properties when it executed the First 100 Settlement.

28 <sup>47</sup> Exhibit 24, p. 3 of 5.

1 satisfying the judgment in fact if not of record.” *Id.*, at 246 (citing *Williams v. Crusader*  
2 *Discount Corp.*, 75 Nev. 67, 334 P.2d 843 (1959)). Therefore, no judgment lien existed upon  
3 which the lender could have foreclosed. *Id.*, 247-48 (“A sale under a judgment that has been  
4 satisfied is void and conveys no title ...”). The Nevada Supreme Court reached similar decisions  
5 in *Williams v. Crusader Discount Corp.*, 75 Nev. 67, 334 P.2d 843 (1959) and *Nevada Bank of*  
6 *Commerce v. Esquire Real Estate, Inc.*, 86 Nev. 238 (1970). In both cases, the Court determined  
7 that guarantors had been released from their respective obligations due to novations of the  
8 original loan agreements.

9         The novation of the Omni Loan through the First 100 Settlement released and replaced  
10 all obligations owed in connection with the Omni Loan, including the Deeds of Trust. The  
11 enforcement of the power of sale under a deed of trust is contingent upon, among other things,  
12 the existence of an actual default in payment of the secured indebtedness. *See* NRS 107.080(1)  
13 (“... a power of sale is hereby conferred upon the trustee to be exercised ***after a breach*** of the  
14 obligation for which the transfer is security.”) (emphasis added). Omni has waived, released,  
15 and dismissed with prejudice all claims based on First 100’s default under the Omni Loan.<sup>48</sup>  
16 Moreover, there can be no possible default under the Omni Loan at this time because it has been  
17 completely replaced with the First 100 Settlement. Without any underlying indebtedness nor any  
18 breach related thereto, the Deeds of Trust cannot be enforced.

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28 <sup>48</sup> Exhibit 24, p. 3 of 5.



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**IV. CONCLUSION**

In summary, Kal-Mor respectfully requests that this Court enter an order granting partial summary judgment in its favor and against Omni as to Kal-Mor’s fourth cause of action for declaratory relief and fifth cause of action for quiet title, declaring that any security interest or lien Omni could claim against the Kal-Mor Properties as collateral for the Omni Loan was discharged and released (i) under Nevada’s one-action rule as a result of the entry of the First 100 Judgment and (ii) also as a matter of law due to the novation of the Omni Loan through the First 100 Settlement Agreement.

DATED this 26<sup>th</sup> day of July, 2018.

**KOLESAR & LEATHAM**

/s/ Bart K. Larsen, Esq.  
BART K. LARSEN, ESQ.  
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*Attorneys for Plaintiff  
Kal-Mor-USA, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Kolesar & Leatham, and that on the 26<sup>th</sup> day of July, 2018, I caused to be served a true and correct copy of foregoing PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT in the following manner:

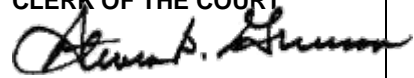
(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereon and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List:

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/s/ Mary A. Barnes

An Employee of KOLESAR & LEATHAM



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*Kal-Mor-USA, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

\* \* \*

KAL-MOR-USA, LLC, a Nevada limited  
liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; FIRST 100, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROE ENTITIES I through X, inclusive,

Defendants.

CASE NO. A-17-757061-C

DEPARTMENT NO. 2

**DECLARATION OF GREG DARROCH**

I, Greg Darroch, hereby declare as follows:

1. I am over the age of 18, I have personal knowledge of the matters set forth herein  
except as to those matters stated on information and belief, which I believe to be true, and I am  
competent to testify to the matters set forth herein.

**KOLESAR & LEATHAM**  
400 S. Rampart Boulevard, Suite 400  
Las Vegas, Nevada 89145  
Tel: (702) 362-7800 / Fax: (702) 362-9472

2. I am a member and manager of Kal-Mor-USA, LLC ("Kal-Mor"), which is Nevada limited liability company.

3. I am informed and believe that on May 27, 2014, Defendant First 100, LLC ("First 100") and Omni Financial, LLC ("Omni") entered into a Loan Agreement under which Omni agreed to loan up to \$5,000,000 to First 100 (the "Omni Loan").

4. I am informed and believe that the Omni Loan was secured by a Security Agreement dated May 27, 2014 (the "Security Agreement") under which First 100 pledged certain real and personal property as collateral for the Omni Loan.

5. I am informed and believe that, among other things, the collateral purportedly pledged pursuant to the Security Agreement was evidenced by (i) a Deed of Trust dated May 27, 2014 (the "May 2014 Deed of Trust"), (ii) a Deed of Trust dated June 17, 2014 (the "June 2014 Deed of Trust"), and a Deed of Trust dated August 21, 2014 (the "August 2014 Deed of Trust") and together with the May 2014 Deed of Trust and June 2014 Deed of Trust, the "Deeds of Trust").

6. Both individually and through Kal-Mor and other entities, I have been involved in several business transactions with First 100 over the past few years. However, I had no involvement whatsoever in the negotiation, drafting, or execution of the Omni Loan, the Security Agreement, or the Deeds of Trust. Kal-Mor did not receive any proceeds from the Omni Loan and owes no indebtedness to Omni in connection with the Omni Loan or otherwise.

#### **The Purchase of the Kal-Mor Properties**

7. I am informed and believe that, First 100's primary business operations involve the purchase and sale of residential real properties in Clark County, Nevada that are acquired by First 100 through homeowners association foreclosure sales conducted pursuant to the provisions of Chapter 116 of Nevada Revised Statutes.

8. During 2014 and 2015, Kal-Mor purchased several such properties from First 100, including the nine (9) real properties discussed below that are the subject of this action.

***1217 Neva Ranch Avenue, North Las Vegas, Nevada 89081***

1           9.       The real property located at 1217 Neva Ranch Avenue, North Las Vegas, Nevada  
2 and described more particularly as APN 124-26-311-029 (the "Neva Ranch Property") is owned  
3 by Kal-Mor and is located within a common interest community created pursuant to Chapter 116  
4 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions  
5 associated therewith, including membership in the unit-owners' association commonly known as  
6 the Creekside III Homeowners Association (the "Creekside III HOA").

7           10.     I am informed and believe that the Creekside III HOA foreclosed upon a lien for  
8 delinquent assessments levied against the Neva Ranch Property on or about May 4, 2013 and  
9 caused the Nevada Ranch Property to be sold to First 100 for good and valuable consideration.

10          11.     A Foreclosure Deed upon Sale conveying title to the Neva Ranch Property to First  
11 100 was recorded in the official records of the Clark County, Nevada Recorder (the "Official  
12 Records") on May 7, 2013 as instrument number 20130507-0003557. A true and correct copy of  
13 this deed is attached hereto as Exhibit 1.

14          12.     On or about April 6, 2015, First 100 agreed to sell the Neva Ranch Property to  
15 Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a  
16 Deed of Sale conveying title to the Neva Ranch Property to Kal-Mor, which was recorded in the  
17 Official Records on April 9, 2015 as instrument number 20150409-0000740. A true and correct  
18 copy of this deed is attached hereto as Exhibit 2.

19          13.     First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
20 had previously purported to pledge the Neva Ranch Property as collateral for the Omni Loan  
21 under the May 2014 Deed of Trust.

22          14.     To the contrary, at the time of the sale First 100 represented that it was  
23 transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Neva Ranch  
24 Property from the Creekside III HOA under the Foreclosure Deed upon Sale recorded on May 7,  
25 2013.

26          15.     At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
27 Deeds of Trust, that First 100 had purported to pledge the Neva Ranch Property as collateral for  
28 the Omni Loan, or that Omni claimed a security interest in the Neva Ranch Property.

***230 East Flamingo Road, #330, Las Vegas, Nevada 89169***

16. The real property located at 230 East Flamingo Road, #330, Las Vegas, Nevada 89169 and described more particularly as APN 162-16-810-355 (the “East Flamingo Property”) is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners’ association commonly known as the Meridian Private Residences Homeowners Association (the “Meridian HOA”).

17. I am informed and believe that the Meridian HOA foreclosed upon a lien for delinquent assessments levied against the East Flamingo Property on or about July 13, 2013 and caused the East Flamingo Property to be sold to First 100 for good and valuable consideration.

18. A Foreclosure Deed upon Sale conveying title to the East Flamingo Property to First 100 was recorded in the Official Records on July 16, 2013 as instrument number 20130716-0002104. A true and correct copy of this deed is attached hereto as Exhibit 3.

19. On or about April 9, 2015, First 100 agreed to sell the East Flamingo Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the East Flamingo Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000739. A true and correct copy of this deed is attached hereto as Exhibit 4.

20. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the East Flamingo Property as collateral for the Omni Loan under the May 2014 Deed of Trust.

21. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the East Flamingo Property from the Meridian HOA under the Foreclosure Deed upon Sale recorded on July 16, 2013.

22. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the East Flamingo Property as collateral for the Omni Loan, or that Omni claimed a security interest in the East Flamingo Property.

***2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123***

23. The real property located at 2615 West Gary Avenue, #1065, Las Vegas, Nevada 89123 and described more particularly as APN 177-20-813-127 (the “West Gary Property”) is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners’ association commonly known as the Southgate Condominium Unit-Owners’ (the “Southgate HOA”).

24. I am informed and believe that the Southgate HOA foreclosed upon a lien for delinquent assessments levied against the West Gary Property on or about May 4, 2013 and caused the West Gary Property to be sold to First 100 for good and valuable consideration.

25. A Foreclosure Deed upon Sale conveying title to the West Gary Property to First 100 was recorded in the Official Records on May 7, 2013 as instrument number 20130507-0003558. A true and correct copy of this deed is attached hereto as Exhibit 5.

26. On or about April 9, 2015, First 100 agreed to sell the West Gary Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the West Gary Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000742. A true and correct copy of this deed is attached hereto as Exhibit 6.

27. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the West Gary Property as collateral for the Omni Loan under the May 2014 Deed of Trust.

28. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the West Gary Property from the Southgate HOA under the Foreclosure Deed upon Sale recorded on May 7, 2013.

29. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the West Gary Property as collateral for the Omni Loan, or that Omni claimed a security interest in the West Gary Property.

***6575 Shining Sand Avenue, Las Vegas, Nevada 89142***

30. The real property located at 6575 Shining Sand Avenue, Las Vegas, Nevada 89142 and described more particularly as APN 161-10-511-072 (the “Shining Sand Property”) is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners’ association commonly known as the Sahara Sunrise Homeowners Association (the “Sahara HOA”).

31. I am informed and believe that the Sahara HOA foreclosed upon a lien for delinquent assessments levied against the Shining Sand Property on or about September 13, 2011 and took title to the Shining Sand Property through a Trustee’s Deed upon Sale recorded in the Official Records on September 14, 2011 as instrument number 20110914-0001783. A true and correct copy of this deed is attached hereto as Exhibit 7.

32. I am informed and believe that the Sahara HOA later sold the Shining Sand Property to First 100 for valuable consideration on or about March 18, 2014. A Quitclaim Deed transferring title to the Shining Sand Property to First 100 was recorded in the Official Records on March 18, 2014 as instrument number 20140318-0002205. A true and correct copy of this deed is attached hereto as Exhibit 8.

33. On or about April 10, 2015, First 100 agreed to sell the Shining Sand Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Shining Sand Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002986. A true and correct copy of this deed is attached hereto as Exhibit 9.

34. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the Shining Sand Property as collateral for the Omni Loan under the May 2014 Deed of Trust.



35. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Shining Sand Property from the Sahara HOA under the Quitclaim Deed recorded on March 18, 2014.

36. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the Shining Sand Property as collateral for the Omni Loan, or that Omni claimed a security interest in the Shining Sand Property.

***4921 Indian River Drive, #112, Las Vegas, Nevada 89103***

37. The real property located at 4921 Indian River Drive, #112, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-588 (the “4921 Indian River Property”) is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners’ association commonly known as the Bella Vita Homeowners Association (the “Bella Vita HOA”).

38. I am informed and believe that the Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the 4921 Indian River Property on or about July 10, 2013 and caused the 4921 Indian River Property to be sold to First 100 for good and valuable consideration.

39. A Deed of Sale conveying title to the 4921 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002749. A true and correct copy of this deed is attached hereto as Exhibit 10.

40. On or about April 10, 2015, First 100 agreed to sell the 4921 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 4921 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002987. A true and correct copy of this deed is attached hereto as Exhibit 11.

41. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the 4921 Indian River Property as collateral for the Omni Loan under the June 2014 Deed of Trust.

42. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 4921 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16, 2014.

43. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the 4921 Indian River Property as collateral for the Omni Loan, or that Omni claimed a security interest in the 4921 Indian River Property.

***5009 Indian River Drive, #155, Las Vegas, Nevada 89103***

44. The real property located at 5009 Indian River Drive, #155, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-639 (the “5009 Indian River Property”) is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.

45. I am informed and believe that the Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the 5009 Indian River Property on or about January 21, 2014 and took title to the 5009 Indian River Property through a Foreclosure Deed recorded in the Official Records on January 23, 2014 as instrument number 20140123-0002773. A true and correct copy of this deed is attached hereto as Exhibit 12.

46. I am informed and believe that the Bella Vita HOA later sold the 5009 Indian River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002750. A true and correct copy of this deed is attached hereto as Exhibit 13.

1           47.     On or about April 10, 2015, First 100 agreed to sell the 5009 Indian River  
2     Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100  
3     executed a Deed of Sale conveying title to the 5009 Indian River Property to Kal-Mor, which  
4     was recorded in the Official Records on April 13, 2015 as instrument number 20150413-  
5     0002988. A true and correct copy of this deed is attached hereto as Exhibit 14.

6           48.     First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100  
7     had previously purported to pledge the 5009 Indian River Property as collateral for the Omni  
8     Loan under the June 2014 Deed of Trust.

9           49.     To the contrary, at the time of the sale First 100 represented to Kal-Mor that it  
10    was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 5009  
11    Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16,  
12    2014.

13          50.     At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
14    Deeds of Trust, that First 100 had purported to pledge the 5009 Indian River Property as  
15    collateral for the Omni Loan, or that Omni claimed a security interest in the 5009 Indian River  
16    Property.

17                   ***5295 Indian River Drive, #314, Las Vegas, Nevada 89103***

18          51.     The real property located at 5295 Indian River Drive, #314, Las Vegas, Nevada  
19    89103 and described more particularly as APN 163-24-612-798 (the "5295 Indian River  
20    Property") is owned by Kal-Mor and is located within a common interest community created  
21    pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants,  
22    conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.

23          52.     I am informed and believe that the Bella Vita HOA foreclosed upon a lien for  
24    delinquent assessments levied against the 5295 Indian River Property on or about December 26,  
25    2013 and took title to the 5295 Indian River Property through a Foreclosure Deed recorded in the  
26    Official Records on December 30, 2013 as instrument number 20131230-0000172. A true and  
27    correct copy of this deed is attached hereto as Exhibit 15.

28

53. I am informed and believe that the Bella Vita HOA later sold the 5295 Indian River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the 5009 Indian River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002747. A true and correct copy of this deed is attached hereto as Exhibit 16.

54. On or about April 10, 2015, First 100 agreed to sell the 5295 Indian River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the 5295 Indian River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002990. A true and correct copy of this deed is attached hereto as Exhibit 17.

55. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the 5295 Indian River Property as collateral for the Omni Loan under the June 2014 Deed of Trust.

56. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the 5295 Indian River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16, 2014.

57. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the 5295 Indian River Property as collateral for the Omni Loan, or that Omni claimed a security interest in the 5295 Indian River Property.

***4400 Sandy River Drive, #16, Las Vegas, Nevada 89103 (APN 163-24-612-500)***

58. The real property located at 4400 Sandy River Drive #16, Las Vegas, Nevada 89103 and described more particularly as APN 163-24-612-500 (the "Sandy River Property") is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the Bella Vita HOA.

59. I am informed and believe that the Bella Vita HOA foreclosed upon a lien for delinquent assessments levied against the Sandy River Property on or about January 21, 2014 and took title to the Sandy River Property through a Foreclosure Deed recorded in the Official Records on January 23, 2014 as instrument number 20140123-0002775. A true and correct copy of this deed is attached hereto as Exhibit 18.

60. I am informed and believe that the Bella Vita HOA later sold the Sandy River Property to First 100 for good and valuable consideration on or about July 10, 2014. A Deed of Sale transferring title to the Sandy River Property to First 100 was recorded in the Official Records on July 16, 2014 as instrument number 20140716-0002748. A true and correct copy of this deed is attached hereto as Exhibit 19.

61. On or about April 10, 2015, First 100 agreed to sell the Sandy River Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Sandy River Property to Kal-Mor, which was recorded in the Official Records on April 13, 2015 as instrument number 20150413-0002988. A true and correct copy of this deed is attached hereto as Exhibit 20.

62. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the Sandy River Property as collateral for the Omni Loan under the June 2014 Deed of Trust.

63. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Sandy River Property from the Bella Vita HOA under the Deed of Sale recorded on July 16, 2014.

64. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the Deeds of Trust, that First 100 had purported to pledge the Sandy River Property as collateral for the Omni Loan, or that Omni claimed a security interest in the Sandy River Property.

***5782 Camino Ramon Avenue, Las Vegas, Nevada 89156 (APN 140-21-611-018)***

65. The real property located at 5782 Camino Ramon Avenue, Las Vegas, Nevada 89156 and described more particularly as APN 140-21-611-018 (the "Camino Ramon Property") and together with the Neva Ranch Property, the East Flamingo Property, the West Gary

Property, the Shining Sand Property, the 4921 Indian River Property, the 5009 Indian River Property, the 5295 Indian River Property, and the Sandy River Property, the “Kal-Mor Properties”) is owned by Kal-Mor and is located within a common interest community created pursuant to Chapter 116 of Nevada Revised Statutes and is subject to certain covenants, conditions, and restrictions associated therewith, including membership in the unit-owners’ association commonly known as the Tierra Mesa Homeowners Association (the “Tierra Mesa HOA”).

66. I am informed and believe that the Tierra Mesa HOA foreclosed upon a lien for delinquent assessments levied against the Camino Ramon Property on or about October 27, 2010 and took title to the Camino Ramon Property through a Trustee’s Deed upon Sale recorded in the Official Records on December 3, 2010 as instrument number 20101203-0002111. A true and correct copy of this deed is attached hereto as Exhibit 21.

67. I am informed and believe that the Tierra Mesa HOA later sold the Camino Ramon Property to First 100 for good and valuable consideration on or about August 8, 2014. A Quitclaim Deed transferring title to the Camino Ramon Property to First 100 was recorded in the Official Records on August 11, 2014 as instrument number 20140811-0000974. A true and correct copy of this deed is attached hereto as Exhibit 22.

68. On or about April 6, 2015, First 100 agreed to sell the Camino Ramon Property to Kal-Mor for good and valuable consideration. In connection with this sale, First 100 executed a Deed of Sale conveying title to the Camino Ramon Property to Kal-Mor, which was recorded in the Official Records on April 9, 2015 as instrument number 20150409-0000741. A true and correct copy of this deed is attached hereto as Exhibit 23.

69. First 100 did not disclose to Kal-Mor at any time prior to the sale that First 100 had previously purported to pledge the Camino Ramon Property as collateral for the Omni Loan under the August 2014 Deed of Trust.

70. To the contrary, at the time of the sale First 100 represented to Kal-Mor that it was transferring to Kal-Mor the full rights, title, and interests First 100 acquired in the Camino

1 Ramon Property from the Tierra Mesa HOA under the Quitclaim Deed recorded on August 11,  
2 2014

3 71. At the time of the sale, Kal-Mor did not have actual knowledge or notice of the  
4 Deeds of Trust, that First 100 had purported to pledge the Camino Ramon Property as collateral  
5 for the Omni Loan, or that Omni claimed a security interest in the Camino Ramon Property.

6 **The First 100 Action**

7 72. I am informed and believe that in 2015 First 100 fell delinquent in its payment  
8 obligations under Omni Loan. As a result, on January 8, 2016, Omni issued a Notification of  
9 Disposition of Collateral in which it identified the personal property Omni believed to be subject  
10 to its security interest and scheduled a sale of the collateral to take in accordance with NRS  
11 Chapter 104 on January 21, 2016 (the "UCC Sale").

12 73. On January 15, 2016, First 100 filed a complaint in the Eighth Judicial District  
13 Court in Clark County, Nevada (Case No. A-16-730374-C) (the "First 100 Action") in which it  
14 asserted various claims against Omni and sought an injunction to prevent Omni from proceeding  
15 with the UCC Sale. On January 18, 2016, Omni removed the First 100 Action to the United  
16 States District Court for the District of Nevada (the "District Court") (Case No. 2:16-cv-00099).

17 74. After several months of litigation in the First 100 Action, Omni completed the  
18 UCC Sale on May 25, 2016 and purchased certain First 100 personal property that had been  
19 pledged as collateral for the Omni Loan through a successful credit bid.

20 75. I am informed and believe that the value of the First 100 personal property  
21 purchased by Omni through the UCC Sale far exceeded the outstanding balance of the Omni  
22 Loan claimed due and owing at that time.

23 76. Various disputes subsequently arose between First 100 and Omni as to, among  
24 other things, the outstanding balance of the Omni Loan, the reasonableness of the UCC Sale, the  
25 value of the personal property purchase by Omni through the UCC Sale, and First 100's liability  
26 for the remaining balance of the Omni Loan.

27 77. After several additional months of litigation in the First 100 Action, Omni and  
28 First 100 reached an agreement to resolve their various disputes and entered into a written

1 settlement agreement (the “First 100 Settlement”). A true and correct copy of the First 100  
2 Settlement is attached hereto as Exhibit 30.

3 78. Under the First 100 Settlement, First 100 and Omni released all claims related to  
4 the First 100 Action and First 100’s default and breach of its obligations under the Omni loan,  
5 reserving only the rights of the parties to enforce the First 100 Settlement.

6 79. In connection with the First 100 Settlement, the District Court entered a  
7 Stipulated Judgment on February 16, 2017 in the First 100 Action through which it entered final  
8 judgment in favor of Omni and against First 100 in the amount of \$4.8 million for the remaining  
9 balance of the Omni Loan (the “First 100 Judgment”) and dismissed all claims, counterclaims,  
10 and third-party claims asserted in the First 100 Action with prejudice, reserving only the rights of  
11 the parties to enforce the First 100 Settlement. A true and correct copy of the First 100 Judgment  
12 is attached hereto as Exhibit 24.

13 **Omni’s Attempts to Enforce the Deeds of Trust**

14 80. Kal-Mor maintains and operates the Kal-Mor Properties as residential rental  
15 properties.

16 81. Kal-Mor is paying property taxes, HOA assessments, and other charges that could  
17 become liens against the Kal-Mor Properties.

18 82. Beginning on or about September 29, 2016, Omni began making demands upon  
19 tenants occupying the Kal-Mor Properties for payment of rent Omni claimed to be entitled to  
20 collect pursuant to various assignments of rents contained within the Deeds of Trust. A true and  
21 correct copy one such demand is attached hereto as Exhibit 25.

22 83. Notwithstanding the subsequent entry of the First 100 Judgment, Omni continues  
23 to make demands upon tenants occupying the Kal-Mor Properties for payment of rent Omni  
24 claims to be entitled to collect pursuant to various assignments of rents contained within the  
25 Deeds of Trust.

26 84. Upon information and belief, Omni has collected in excess of \$5,000 in rent  
27 rightfully owed to Kal-Mor from tenants occupying the Kal-Mor Properties.  
28



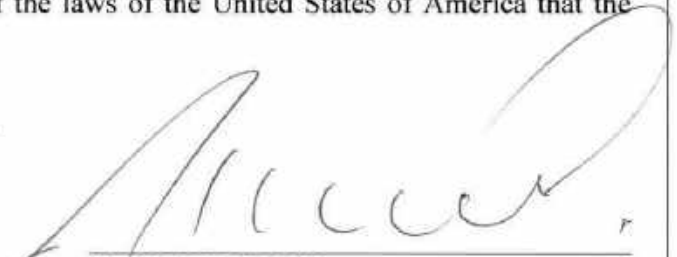
1 85. On May 15, 2017, Omni caused a Notice of Breach and Election to Sell under  
2 Deeds of Trust (the "Notice of Default") to be recorded in the Official Records against the Kal-  
3 Mor Properties as instrument number 20140515-0000474. A true and correct copy of the Notice  
4 of Default is attached hereto as Exhibit 26.

5 86. Under the Notice of Default, Omni claims to be legally entitled to cause the Kal-  
6 Mor Properties to be sold through non-judicial foreclosure pursuant to the Deeds of Trust to  
7 satisfy the outstanding balance of the Omni Loan.

8 87. I am informed and believe that Omni intends to cause the Kal-Mor Properties to  
9 be sold through non-judicial foreclosure sales pursuant to the Deeds of Trust and to retain the  
10 proceeds and benefits of such sales.

11  
12 I declare under penalty of perjury of the laws of the United States of America that the  
13 foregoing is true and correct.

14 Dated this 4 day of August, 2017.

15  
16   
17 GREG DARROCH

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Kolesar & Leatham, and that on the 26<sup>th</sup> day of July, 2018, I caused to be served a true and correct copy of foregoing DECLARATION OF GREG DARROCH in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereon and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List:

Robert Hernquist, Esq.  
Mark Gardberg, Esq.  
HOWARD & HOWARD ATTORNEYS PLLC  
3800 Howard Hughes Parkway, Suite 1000  
Las Vegas, NV 89169  
*Attorneys for Defendant Omni Financial LLC*

Joseph A. Gutierrez  
MAIER GUTIERREZ AYON  
8816 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for Defendant First 100 LLC*

/s/ Mary A. Barnes

An Employee of KOLESAR & LEATHAM

## INDEX TO EXHIBITS

| Exhibit | Document Description                                       | Page No.         |
|---------|--|------------------|
| 1       | Foreclosure Deed upon Sale (Neva Ranch property)           | KAL-MOR MPSJ 001 |
| 2       | Deed of Sale (Neva Ranch property)                         | KAL-MOR MPSJ 004 |
| 3       | Foreclosure Deed upon Sale (East Flamingo property)        | KAL-MOR MPSJ 007 |
| 4       | Deed of Sale (East Flamingo property)                      | KAL-MOR MPSJ 011 |
| 5       | Foreclosure Deed upon Sale (West Gary property)            | KAL-MOR MPSJ 015 |
| 6       | Deed of Sale (West Gary property)                          | KAL-MOR MPSJ 019 |
| 7       | Trustee's Deed upon Sale (Shining Sand property)           | KAL-MOR MPSJ 023 |
| 8       | Quitclaim Deed (Shining Sand property)                     | KAL-MOR MPSJ 028 |
| 9       | Deed of Sale (Shining Sand property)                       | KAL-MOR MPSJ 033 |
| 10      | Deed of Sale (4921 Indian River property)                  | KAL-MOR MPSJ 036 |
| 11      | Deed of Sale (4921 Indian River property)                  | KAL-MOR MPSJ 039 |
| 12      | Foreclosure Deed (5009 Indian River property)              | KAL-MOR MPSJ 042 |
| 13      | Deed of Sale (5009 Indian River property)                  | KAL-MOR MPSJ 046 |
| 14      | Deed of Sale (5009 Indian River property)                  | KAL-MOR MPSJ 049 |
| 15      | Foreclosure Deed (5925 Indian River property)              | KAL-MOR MPSJ 052 |
| 16      | Deed of Sale (5925 Indian River property)                  | KAL-MOR MPSJ 056 |
| 17      | Deed of Sale (5925 Indian River property)                  | KAL-MOR MPSJ 059 |
| 18      | Foreclosure Deed (Sandy River property)                    | KAL-MOR MPSJ 062 |
| 19      | Deed of Sale (Sandy River property)                        | KAL-MOR MPSJ 066 |
| 20      | Deed of Sale (Sandy River property)                        | KAL-MOR MPSJ 069 |
| 21      | Trustee's Deed upon Sale (Camino Ramon property)           | KAL-MOR MPSJ 072 |
| 22      | Quitclaim Deed (Camino Ramon property)                     | KAL-MOR MPSJ 076 |
| 23      | Deed of Sale (Camino Ramon property)                       | KAL-MOR MPSJ 081 |
| 24      | First 100 Judgment   | KAL-MOR MPSJ 084 |
| 25      | Omni Demand dated 9/29/2016                                | KAL-MOR MPSJ 090 |
| 26      | Notice of Breach and Election to Sell under Deeds of Trust | KAL-MOR MPSJ 095 |
| 27      | Notice of Trustee's Sale (Kal-Mor properties)              | KAL-MOR MPSJ 101 |
| 28      | Stipulation and Order for Entry of Final Judgment          | KAL-MOR MPSJ 118 |
|         | Stipulated Judgment  | KAL-MOR MPSJ 125 |
|         | First 100 Settlement                                       | KAL-MOR MPSJ 130 |

JA000607

# **EXHIBIT 1**

APN: 124-26-311-029

Return document and mail tax statements to:

First 100, LLC  
10620 Southern Highlands Pkwy, Ste. 110-485  
Las Vegas NV 89141

Inst #: 201305070003557

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$660.45 Ex: #

05/07/2013 02:34:26 PM

Receipt #: 1605566

Requestor:

UNITED LEGAL SERVICES INC.

Recorded By: MSH Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

## FORECLOSURE DEED UPON SALE

Foreclosing lienholder **CREEKSIDE III HOMEOWNERS ASSOCIATION**, under power of sale pursuant to NRS Chapter 116, does hereby sell, without warranty, expressed or implied, to:

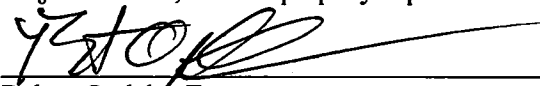
### FIRST 100, LLC

the real property situated in Clark County, Nevada legally described as:

Lot 29, Block 1 of JAYCOX UNIT 1, as shown by Map thereof on File in Book 115 of Plats, Page 17, in the Office of the County Recorder of Clark County, Nevada.

and commonly known as 1217 NEVA RANCH AVE, NORTH LAS VEGAS NV 89081.

This conveyance is made pursuant to the powers conferred upon Agent by NRS Chapter 116, the foreclosing Association's governing documents (CC&R's), and the notice of the Lien for Delinquent Assessments, recorded on April 30, 2010 as instrument 201004300002958 in the Official Records of the Recorder of Clark County, Nevada. Default occurred as set forth in the Notice of Default and Election to Sell, recorded on June 2, 2010 as instrument 201006020001972 in the Official Records of the Recorder of Clark County, Nevada. All requirements of law have been complied with, including, but not limited to, the elapsing of the 90 days, the mailing of copies of the notice of Lien of Delinquent Assessment, and Notice of Default, and the mailing, posting, and publication of the Notice of Foreclosure Sale. Agent, in compliance with the Notice of Foreclosure Sale and in exercise of its power under NRS § 116.31164, sold the property at public auction on May 4, 2013.

By:   
Robert Opdyke, Esq.  
United Legal Services Inc.  
*As authorized agent for, and on behalf of, foreclosing Association*

STATE OF NEVADA           )  
COUNTY OF CLARK        )

This instrument was acknowledged before me  
on May 7th, 2013, by: Robert Opdyke.

  
NOTARY PUBLIC



JA000609

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 124-26-311-029  
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  
☐ Other

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ 129,500.00

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value:

\$ 129,500.00

d. Real Property Transfer Tax Due

\$ 660.45

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 \_\_\_\_\_

Capacity: Seller's Agent

Signature \_\_\_\_\_

Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**

**(REQUIRED)**

Print Name: United Legal Services Inc.\*

Address: 9484 S. Eastern Ave. #163

City: Las Vegas

State: NV

Zip: 89123

**BUYER (GRANTEE) INFORMATION**

**(REQUIRED)**

Print Name: First 100, LLC

Address: 10620 Southern Highland 110-485

City: Las Vegas

State: NV

Zip: 89141

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

Print Name: United Legal Services Inc.

Escrow # \_\_\_\_\_

Address: 9484 S. Eastern Ave. #163

City: Las Vegas

State: NV

Zip: 89123

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED  
\*As agent for Creekside III Homeowners Association.

JA000610

# **EXHIBIT 2**

② - 1

Inst #: 20150409-0000740  
Fees: \$17.00 N/C Fee: \$0.00  
RPTT: \$915.45 Ex: #  
04/09/2015 09:16:12 AM  
Receipt #: 2379093  
Requestor:  
FIRST 100 LLC  
Recorded By: SHAWA Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN 124-26-311-029

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

### DEED OF SALE

THIS INDENTURE WITNESSETH: that first party

**FIRST 100, LLC**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:


**KAL-MOR-USA, LLC**

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

Lot 29, Block 1 of JAYCOX UNIT 1, as shown Map thereof on File in  
Book 115 of Plats, Page 17, in the Office of the County Recorder of Clark County, Nevada  
and commonly known as 1217 Neva Ranch, North Las Vegas, Nevada 89081.

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

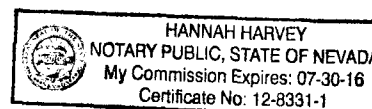
Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 6<sup>th</sup>, 2015,

By:   
NOTARY PUBLIC



JA000612



**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 124-26-311-029  
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  
☐ Other

FOR RECORDERS OPTIONAL USE ONLY  
Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ ~~52,441.00~~ 179,194 HA

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )

c. Transfer Tax Value: \$ ~~52,441.00~~ 179,194 HA

d. Real Property Transfer Tax Due \$ ~~267.75~~ 915.45 HA

**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100 LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: Kal-Mor-USA, LLC  
Address: 576 Middleton Way  
City: Coldstream, BC V1B3W8  
State: Canada Zip: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000613

# **EXHIBIT 3**

Inst #: 201307160002104  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$617.10 Ex: #  
07/16/2013 01:29:14 PM  
Receipt #: 1694094  
Requestor:  
UNITED LEGAL SERVICES INC.  
Recorded By: MSH Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 162-16-810-355

Return document and mail tax statements to:

First 100, LLC  
10620 Southern Highlands Pkwy, Ste. 110-485  
Las Vegas NV 89141

## FORECLOSURE DEED UPON SALE

Foreclosing lienholder **MERIDIAN PRIVATE RESIDENCES HOMEOWNERS ASSOCIATION**, under power of sale pursuant to NRS Chapter 116, does hereby sell, without warranty, expressed or implied, to:

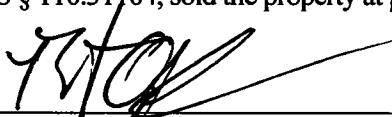
**FIRST 100, LLC**

the real property situated in Clark County, Nevada legally described as:

*SEE EXHIBIT A ATTACHED FOR LEGAL DESCRIPTION*

and commonly known as 230 E FLAMINGO RD #330, LAS VEGAS NV 89169.

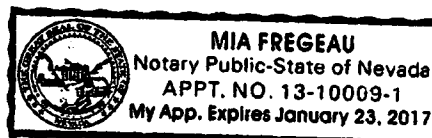
This conveyance is made pursuant to the powers conferred upon Agent by NRS Chapter 116, the foreclosing Association's governing documents (CC&R's), and the notice of the Lien for Delinquent Assessments, recorded on March 17, 2010 as instrument 201003170001067 in the Official Records of the Recorder of Clark County, Nevada. Default occurred as set forth in the Notice of Default and Election to Sell, recorded on May 10, 2010 as instrument 201005100001225 in the Official Records of the Recorder of Clark County, Nevada. All requirements of law have been complied with, including, but not limited to, the elapsing of the 90 days, the mailing of copies of the notice of Lien of Delinquent Assessment, and Notice of Default, and the mailing, posting, and publication of the Notice of Foreclosure Sale. Agent, in compliance with the Notice of Foreclosure Sale and in exercise of its power under NRS § 116.31164, sold the property at public auction on July 13, 2013.

By:   
Robert Opdyke, Esq.  
United Legal Services Inc.  
*As authorized agent for, and on behalf of, foreclosing Association*

STATE OF NEVADA           )  
COUNTY OF CLARK        )

This instrument was acknowledged before me  
on July 15, 2013, by: Robert Opdyke.

  
NOTARY PUBLIC



JA000615

## **EXHIBIT A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

### **PARCEL I:**

UNIT 308 ("UNIT") IN BUILDING 3 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 01551 IN BOOK 20050601, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION").

### **PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

### **PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

### **PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 162-16-810-355  
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  
☐ Other

|                                 |             |
|---------------------------------|-------------|
| FOR RECORDERS OPTIONAL USE ONLY |             |
| Book _____                      | Page: _____ |
| Date of Recording: _____        |             |
| Notes: _____                    |             |

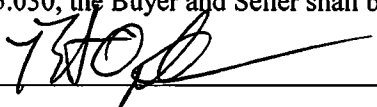
3.a. Total Value/Sales Price of Property \$ 121,000.00  
b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )  
c. Transfer Tax Value: \$ 121,000.00  
d. Real Property Transfer Tax Due \$ 617.10

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  Capacity: Seller's Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: United Legal Services Inc.\*  
Address: 9484 S. Eastern Ave. #163  
City: Las Vegas  
State: NV Zip: 89123

*\*As agent for Henderson Private Residences Homeowners Association.*

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

Print Name: United Legal Services Inc.  
Address: 9484 S. Eastern Ave. #163  
City: Las Vegas

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

Print Name: First 100, LLC  
Address: 10620 Southern Highland 110-485  
City: Las Vegas  
State: NV Zip: 89141

Escrow # \_\_\_\_\_  
State: NV Zip: 89123

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000617

# **EXHIBIT 4**

3-1

Inst #: 20150409-0000739  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$425.85 Ex: #  
04/09/2015 09:16:12 AM  
Receipt #: 2379093  
Requestor:  
FIRST 100 LLC  
Recorded By: SHAWA Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN 162-16-810-355

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

### DEED OF SALE

THIS INDENTURE WITNESSETH: that first party

**FIRST 100, LLC**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

**KAL-MOR-USA, LLC**

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

*SEE EXHIBIT "A" ATTACHED*

and commonly known as 230 East Flamingo Road #330 Las Vegas, Nevada 89169.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By: \_\_\_\_\_

Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 6, 2015,

By: *Carlos Cardenas*

NOTARY PUBLIC



JA000619

## **EXHIBIT A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

### **PARCEL I:**

UNIT 308 ("UNIT") IN BUILDING 3 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 01551 IN BOOK 20050601, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION").

### **PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

### **PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

### **PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.



**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 162-16-810-355  
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  
Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

~~\$ 24,943.00~~ 83,097 AH

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))

c. Transfer Tax Value:

~~\$ 24,943.00~~ 83,097 AH

d. Real Property Transfer Tax Due

~~\$ 427.60~~ 423.85 AH

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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: KAL-MOR-USA, LLC.  
Address: 576 Middleton Way  
City: Coldstream, BC  
State: Canada Zip: BCV1B3W8

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000621

# **EXHIBIT 5**

APN: 177-20-813-127

Return document and mail tax statements to:

First 100, LLC  
10620 Southern Highlands Pkwy, Ste. 110-485  
Las Vegas NV 89141

Inst #: 201305070003558  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$408.00 Ex: #  
05/07/2013 02:34:26 PM  
Receipt #: 1605566  
Requestor:  
UNITED LEGAL SERVICES INC.  
Recorded By: MSH Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

## FORECLOSURE DEED UPON SALE

Foreclosing lienholder **SOUTHGATE CONDOMINIUM UNIT-OWNERS' ASSOCIATION**, under power of sale pursuant to NRS Chapter 116, does hereby sell, without warranty, expressed or implied, to:

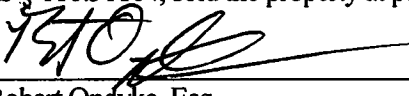
**FIRST 100, LLC**

the real property situated in Clark County, Nevada legally described as:

*SEE EXHIBIT A ATTACHED FOR LEGAL DESCRIPTION*

and commonly known as 2615 W GARY AVE #1065, LAS VEGAS NV 89123.

This conveyance is made pursuant to the powers conferred upon Agent by NRS Chapter 116, the foreclosing Association's governing documents (CC&R's), and the notice of the Lien for Delinquent Assessments, recorded on December 6, 2010 as instrument 201012060002715 in the Official Records of the Recorder of Clark County, Nevada. Default occurred as set forth in the Notice of Default and Election to Sell, recorded on January 14, 2011 as instrument 201101140001433 in the Official Records of the Recorder of Clark County, Nevada. All requirements of law have been complied with, including, but not limited to, the elapsing of the 90 days, the mailing of copies of the notice of Lien of Delinquent Assessment, and Notice of Default, and the mailing, posting, and publication of the Notice of Foreclosure Sale. Agent, in compliance with the Notice of Foreclosure Sale and in exercise of its power under NRS § 116.31164, sold the property at public auction on May 4, 2013.

By:   
Robert Opdyke, Esq.  
United Legal Services Inc.  
*As authorized agent for, and on behalf of, foreclosing Association*

STATE OF NEVADA                   )  
COUNTY OF CLARK               )



This instrument was acknowledged before me  
on May 14, 2013, by: Robert Opdyke.

  
NOTARY PUBLIC

JA000623

## EXHIBIT A

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

### PARCEL ONE (1) - UNIT:

LIVING UNIT 1065 IN BUILDING 17, AS SHOWN ON THE FINAL MAP OF **ST. JAMES PLACE**, A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 128 OF PLATS, PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

### PARCEL TWO (2) - COMMON ELEMENTS:

AN UNDIVIDED 1/180TH INTEREST AS TENANT IN COMMON IN THE COMMON ELEMENTS AS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR **SOUTHGATE CONDOMINIUMS** RECORDED JANUARY 10, 2006 IN BOOK 20060110 AS DOCUMENT NO. 03501 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM ALL UNITS AS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM FOR THE BENEFIT OF OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN AND TO THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

### PARCEL THREE (3) - LIMITED COMMON ELEMENTS:

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS DEFINED AND DESCRIBED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

### PARCEL FOUR (4) - APPURTENANT EASEMENTS:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENT IS APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) DESCRIBED ABOVE.

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 177-20-813-127  
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  
☐ Other

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ 80,000.00

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value:

\$ 80,000.00

d. Real Property Transfer Tax Due

\$ 408.00

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: Seller's Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**

**(REQUIRED)**

Print Name: United Legal Services Inc.

Address: 9484 S. Eastern Ave. #163

City: Las Vegas

State: NV Zip: 89123

**BUYER (GRANTEE) INFORMATION**

**(REQUIRED)**

Print Name: First 100, LLC

Address: 10620 Southern Highland 110-485

City: Las Vegas

State: NV Zip: 89141

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

Print Name: United Legal Services Inc.

Escrow # \_\_\_\_\_

Address: 9484 S. Eastern Ave. #163

City: Las Vegas

State: NV Zip: 89123

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED  
\*As agent for Southgate Condominium Unit-Owners' Association.

JA000625

# **EXHIBIT 6**

3 - 1

APN 177-20-813-127

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

Inst #: 20150409-0000742  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$456.45 Ex: #  
04/09/2015 09:16:12 AM  
Receipt #: 2379093  
Requestor:  
FIRST 100 LLC  
Recorded By: SHAWA Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**DEED OF SALE**

THIS INDENTURE WITNESSETH: that first party

**FIRST 100, LLC**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

**KAL-MOR-USA, LLC**


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

*SEE EXHIBIT "A" ATTACHED*

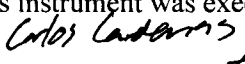
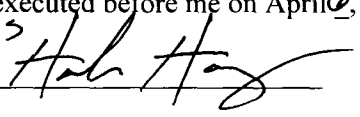
and commonly known as 2615 West Gary Ave #1065, Las Vegas, Nevada 89123.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 6<sup>th</sup>, 2015,  
By:  

NOTARY PUBLIC

 HANNAH HARVEY  
NOTARY PUBLIC, STATE OF NEVADA  
My Commission Expires: 07-30-16  
Certificate No: 12-8331-1

## **EXHIBIT A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

### **PARCEL ONE (1) - UNIT:**

LIVING UNIT 1065 IN BUILDING 17, AS SHOWN ON THE FINAL MAP OF ST. JAMES PLACE, A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 128 OF PLATS, PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

### **PARCEL TWO (2) - COMMON ELEMENTS:**

AN UNDIVIDED 1/180TH INTEREST AS TENANT IN COMMON IN THE COMMON ELEMENTS AS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHGATE CONDOMINIUMS RECORDED JANUARY 10, 2006 IN BOOK 200601110 AS DOCUMENT NO. 03501 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM ALL UNITS AS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM FOR THE BENEFIT OF OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN AND TO THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

### **PARCEL THREE (3) - LIMITED COMMON ELEMENTS:**

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS DEFINED AND DESCRIBED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

### **PARCEL FOUR (4) - APPURTENANT EASEMENTS:**

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENT IS APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) DESCRIBED ABOVE.



**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 177-20-813-127  
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  
☐ Other

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ ~~27,840.00~~ 89,323 HA

**b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))**

**c. Transfer Tax Value:**

\$ ~~27,840.00~~ 89,323 HA

**d. Real Property Transfer Tax Due**

\$ ~~142.00~~ 436.45 HA

**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: KAL-MOR-USA, LLC.  
Address: 576 Middleton Way  
City: Coldstream, BC  
State: Canada Zip: BCV1B3W8

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000629

# **EXHIBIT 7**

Inst #: 201109140001783

Fees: \$16.00 N/C Fee: \$25.00

RPTT: \$30.60 Ex: #

09/14/2011 12:13:54 PM

Receipt #: 912659

Requestor:

CAMCO

Recorded By: SUO Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

**APN: 161-10-511-072**

WHEN RECORDED MAIL DEED AND  
TAX STATEMENTS TO:

Sahara Sunrise HOA  
PO Box 12117  
Las Vegas NV 89112

Title No. A1685  
Account NO. 55372  
TS No. 0119110-A-14-A

---

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

**TRUSTEE'S DEED UPON SALE**

The undersigned declares:

- 1) The grantee herein **WAS** the foreclosing beneficiary
- 2) The amount of the unpaid debt together with costs was \$ 5,600.00
- 3) The amount paid by the grantee at the trustee sale was \$ 5,600.00
- 4) The documentary transfer tax is \$ 30.60
- 5) City Judicial District of LAS VEGAS

And **Absolute Collection Services, LLC.**, as the duly appointed Trustee under the Notice of Delinquent Assessment hereinafter described, does hereby GRANT and CONVEY, but without warranty, express or implied, to: **Sahara Sunrise HOA, PO Box 12117, Las Vegas NV 89112**

(herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of CLARK, State of NEVADA, described as follows:

**6575 Shining Sand Ave., Las Vegas NV 89142**

Legal Description-shown on the Subdivision map recorded in Book No. **91** Page(s) **12**, Lot **72**, Block **1** Inclusive, of Maps of the Country of Clark, State of Nevada; See Exhibit A Attached

AGENT STATES THAT:

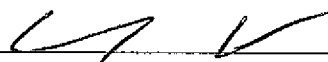
This conveyance is made pursuant to the powers granted to **SAHARA SUNRISE HOA** and conferred upon appointed trustee by the provisions of the Nevada Revised Statutes, the **SAHARA SUNRISE HOA** governing documents (CC&R's) recorded as instrument number **01122** Book **20000322** on **MARCH 22, 2000** and that certain Notice

JA000631

of Delinquent Assessment Lien recorded on **SEPTEMBER 30, 2010** instrument number **0002360** Book **20100930** Official Records of CLARK County; and pursuant to NRS 117.070 et Seq. or NRS 116.3115 et Seq and NRS 116.3116 through 116.31168 et Seq. The name of the owner(s) of the property (trustor) was: **LORI MARKS**

Default occurred as set forth in a Notice of Default and Election to Sell, recorded on **JANUARY 19, 2011** as instrument **0000114** Book **20110119** which was recorded in the office of the recorder of said county. Absolute Collection Services, LLC. Has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of **SAHARA SUNRISE HOA** at public auction on **SEPTEMBER 13, 2011** at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid **\$5,600.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.


Dated: September 14, 2011

  
By Richard Kaye on behalf of Absolute Collection Services

STATE OF NEVADA       )  
COUNTY OF CLARK     )

On 9/14/11 before me, Kelly Mitchell, personally appeared Richard Kaye personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

  
Kelly Mitchell, Notary Public



JA000632

**EXHIBIT "A"**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK, CITY OF LAS VEGAS, AND DESCRIBED AS FOLLOWS:

**PARCEL I:**

LOT SEVENTY-TWO (72) IN BLOCK ONE (1) OF SAHARA SUNRISE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 91 OF PLATS, PAGE 12 IN BOOK 990830 AS DOCUMENT NO. 01584, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THOSE AREAS DELINEATED AS "PRIVATE STREETS" AND "COMMON ELEMENTS" ON THE ABOVE REFERENCED PLAT, AND DEFINED AS "ASSOCIATION PROPERTY" IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAHARA SUNRISE RECORDED MARCH 22, 2000 IN BOOK 20000322 AS DOCUMENT NO. 01122, OFFICIAL RECORDS.

SESSOR'S COPY

**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a. 161-10-511-072  
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  
☐ Other \_\_\_\_\_

**FOR RECORDER'S OPTIONAL USE ONLY**

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3. a. Total Value/Sales Price of Property \$ 5,600.00  
b. Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )  
c. Transfer Tax Value: \$ 5,600.00  
d. Real Property Transfer Tax Due \$ \$30.60

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: Keely Mitchell

Capacity: Grantee

Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

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

Print Name: Absolute Collection Services LLC   
Address: PO Box 12117  
City: Las Vegas  
State: NV Zip: 89112

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

Print Name: Sahara Sunrise HOA  
Address: PO Box 12117  
City: Las Vegas  
State: NV Zip: 89112

**COMPANY REQUESTING RECORDING**

Print Name: CAMCO  
Address: PO Box 12117  
City: Las Vegas

Escrow #: N/A-foreclosure

State: NV Zip: 89112

As a public record this form may be recorded/microfilmed

JA000634

# **EXHIBIT 8**

Inst #: 20140318-0002205  
Fees: \$19.00 N/C Fee: \$25.00  
RPTT: \$517.65 Ex: #  
03/18/2014 03:03:10 PM  
Receipt #: 1964661  
Requestor:  
ABSOLUTE COLLECTION SERVICE  
Recorded By: SUO Pgs: 4  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 161-10-511-072

WHEN RECORDED MAIL DEED AND  
TAX STATEMENTS TO:

First 100 LLC  
10620 Southern Highlands Pkwy Ste 110-508  
Las Vegas, NV 89141

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED**

THIS QUITCLAIM DEED made on **March 18, 2014**, between **Sahara Sunrise HOA, c/o CAMCO** PO Box 12117, Las Vegas, NV 89112 and **First 100 LLC**, 10620 Southern Highlands Pkwy Ste 110-508, Las Vegas, NV 89141

That for and in the consideration of the sum of TWELVE THOUSAND ONE HUNDRED SIXTY-EIGHT DOLLARS AND 94/100 CENTS (\$12,168.94) the receipt of which is hereby acknowledged, **Sahara Sunrise HOA** does hereby release, remise and forever quitclaim unto **First 100 LLC** all of his interest, if any, in that certain real property commonly known as:

**6575 Shining Sand Ave., Las Vegas, NV 89142**

Legally described as follows:

Lot **72**, Block **1** as per map recorded in Plat Book **91**, Page **12**, as shown in the Office of the County Recorder of Clark County Nevada

Together with all the tenements, hereditaments, and appurtenances thereunto belonging, and the reversions, remainders, rents, issues, and profits thereof. To have and to hold, all and singular the premises, with the appurtenances, unto **First 100 LLC** and his/her heirs and assigns forever.

JA000636



In witness whereof, **Sahara Sunrise HOA** has hereunto this 18th day of March and 2014 as set forth above.

State of Nevada )ss

County of Clark )ss

I, Richard Kaye , being first duly sworn, deposes and says:

That I am the authorized representative of **Sahara Sunrise HOA** in the above-entitled action: that I have read the foregoing and know the contents thereof, and that the same is true of my knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.

  
Richard Kaye, Agent for Sahara Sunrise HOA

Subscribed and sworn to before me this 18th DAY OF March, 2014.

  
Kelly Mitchell, Notary Public

My Commission Expires: 7/10/16

Certificate No: 08-7504-1



**EXHIBIT "A"**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK, CITY OF LAS VEGAS, AND DESCRIBED AS FOLLOWS:

**PARCEL I:**

LOT SEVENTY-TWO (72) IN BLOCK ONE (1) OF SAHARA SUNRISE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 91 OF PLATS, PAGE 12 IN BOOK 990830 AS DOCUMENT NO. 01584, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THOSE AREAS DELINEATED AS "PRIVATE STREETS" AND "COMMON ELEMENTS" ON THE ABOVE REFERENCED PLAT, AND DEFINED AS "ASSOCIATION PROPERTY" IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAHARA SUNRISE RECORDED MARCH 22, 2000 IN BOOK 20000322 AS DOCUMENT NO. 01122, OFFICIAL RECORDS.

LESSOR'S COPY

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 161-10-511-072  
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

\$ 12,168.94

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value: \$ 101,423.00

d. Real Property Transfer Tax Due \$ 517.65

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 Jelly Mitchell Capacity: Grantor

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**

(REQUIRED)

Print Name: Sahara Sunrise HOA  
Address: PO Box 12117  
City: Las Vegas  
State: NV Zip: 89112

**BUYER (GRANTEE) INFORMATION**

(REQUIRED)

Print Name: First 100 LLC  
Address: 10620 Southern Highlands Pkwy 110-508  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: Absolute Collection Service Escrow # N/A-foreclosure  
Address: 6440 Sky Point Dr 140-154  
City: Las Vegas State: NV Zip: 89131

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000639

# **EXHIBIT 9**

2-1

APN 161-10-511-072

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inst #: 20150413-0002986

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$716.55 Ex: #

04/13/2015 03:17:58 PM

Receipt #: 2383139

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

## DEED OF SALE

**THIS INDENTURE WITNESSETH:** That first party

**First 100, LLC**

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

**Kal-Mor-USA, LLC**

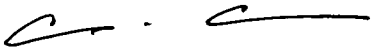
The real property situated in the County of Clark, State of Nevada, described as follows:

*SAHARA SUNRISE PLAT BOOK 91 PAGE 12 LOT 72 BLOCK 1*

And commonly known as 6575 Shining Sand Avenue, Las Vegas, NV 89142.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10th 2015, by Carlos Cardenas

  
Notary Public



JA000641

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 161-10-511-072  
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  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 140,223.00

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )

c. Transfer Tax Value: \$ 140,223.00

d. Real Property Transfer Tax Due \$ 716.55

**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 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 Christene Bernard Capacity: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89041

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

Print Name: Kal Mor USA  
Address: 576 Middleton Way  
City: Coldstream,  
State: BC V1B3W8 Zip: \_\_\_\_\_

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

Print Name: Christene Bernard  
Address: 11920 Southern Higland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000642

# **EXHIBIT 10**

2-1

Inst #: 20140716-0002749  
Fees: \$17.00 N/C Fee: \$0.00  
RPTT: \$303.45 Ex: #  
07/16/2014 03:11:40 PM  
Receipt #: 2090285  
Requestor:  
FIRST 100 LLC  
Recorded By: RYUD Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 163-24-612-588

Return document and mail tax statements to:  
First 100, LLC,  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas NV 89141

### DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

**BELLA VITA HOMEOWNERS ASSOCIATION**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

**First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred**

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


**WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1056**

and commonly known as 4921 Indian River Dr. #112 Las Vegas, NV 89103.

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

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:

  
Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

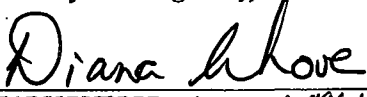
Print Name:

Bruce Marten

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on July 10 2014,

by: BRUCE MARTEN.  
(print name of above signatory)

  
NOTARY PUBLIC No. 01-69961-1  
Exp. 7-10-17



JA000644



**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 163-24-612-588  
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  
☐ Other

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 59,274.00

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))

c. Transfer Tax Value:

\$ 59,274.00

d. Real Property Transfer Tax Due

\$ 303.45

**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: Bella Vita HOA  
Address: 5010 Indian River Drive  
City: Las Vegas  
State: NV      Zip: 89103

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

Print Name: First 100, LLC  
Address: 11920 Southern Highlandy Pkwy  
City: Las Vegas  
State: NV      Zip: 89141

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

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_

Escrow # \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000645

# **EXHIBIT 11**

2-1

Inst #: 20150413-0002987  
Fees: \$17.00 N/C Fee: \$0.00  
RPTT: \$204.00 Ex: #  
04/13/2015 03:17:58 PM  
Receipt #: 2383139  
Requestor:  
FIRST 100 LLC  
Recorded By: SHAWA Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN 163-24-612-588

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

## DEED OF SALE

**THIS INDENTURE WITNESSETH:** That first party

**First 100, LLC**

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

**Kal-Mor-USA, LLC**

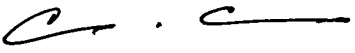
The real property situated in the County of Clark, State of Nevada, described as follows:

*WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1056*

And commonly known as 4921 Indian River Drive #112, Las Vegas, NV 89103.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10th 2015, by Carlos Cardenas.

  
Notary Public



JA000647

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 163-24-612-588  
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  
☐ Other

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 39,963.00

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))

c. Transfer Tax Value: \$ 39,963.00

d. Real Property Transfer Tax Due \$ 204.18

**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 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 *Christene Bernard* Capacity: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV      Zip: 89041

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

Print Name: Kal Mor USA  
Address: 576 Middleton Way  
City: Coldstream,  
State: BC V1B3W8      Zip: \_\_\_\_\_

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

Print Name: Christene Bernard  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV      Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000648

# **EXHIBIT 12**

Mail and Return Tax statement to:  
Bella Vita Homeowners Association  
8290 Arville Street  
Las Vegas, NV 89139

APN # 163-24-612-639

Inst #: 201401230002773  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$221.85 Ex: #  
01/23/2014 11:19:56 AM  
Receipt #: 1910699  
Requestor:  
**RED ROCK FINANCIAL SERVICES**  
Recorded By: SCA Pgs: 3  
**DEBBIE CONWAY**  
**CLARK COUNTY RECORDER**

## FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Bella Vita Homeowners Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 04/14/2009 as instrument number 0001210 Book 20090414, in Clark County. The previous owner as reflected on said lien is JEFFREY M. HILDEBRANDT. Red Rock Financial Services as agent for Bella Vita Homeowners Association does hereby grant and convey, but without warranty expressed or implied to: **Bella Vita Homeowners Association** (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1107 which is commonly known as **5009 Indian River Dr #155 Las Vegas, NV 89103.**

### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Bella Vita Homeowners Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 05/21/2009 as instrument number 0005417 Book 20090521 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Bella Vita Homeowners Association at public auction on **11/19/13**, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$15,453.68** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

JA000650

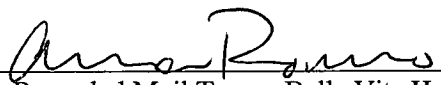
Dated: January 21, 2014

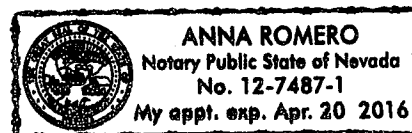
  
By: Kimberlee Sibley, employee of Red Rock Financial Services, agent for Bella Vita Homeowners Association

STATE OF NEVADA )  
COUNTY OF CLARK )

On January 21, 2014, before me, personally appeared Kimberlee Sibley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
When Recorded Mail To: Bella Vita Homeowners Association  
FirstService Residential  
8290 Arville Street  
Las Vegas, NV 89139



JA000651

# STATE OF NEVADA

## DECLARATION OF VALUE

### 1. Assessor Parcel Number (s)

- a) 163-24-612-639  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

### 2. Type of Property:

- |  |              |                             |                 |
|--|--------------|-----------------------------|-----------------|
| a) <input type="checkbox"/>            | Vacant Land  | b) <input type="checkbox"/> | Single Fam Res. |
| c) <input checked="" 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

Notes: \_\_\_\_\_

### 3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 43,357.00  
Transfer Tax Value: \$ 43,500.00  
Real Property Transfer Tax Due: \$ 221.85

### 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 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 Kimberly M. Kelly Capacity AGENT  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

### SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services  
Address: 4775 West Teco Ave #140  
City: Las Vegas  
State: NV Zip: 89118

### BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Bella Vita Homeowners Association  
Address: 8290 Arville Street  
City: Las Vegas  
State: NV Zip: 89139

### COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000652



# **EXHIBIT 13**

21

Inst #: 20140716-0002750  
Fees: \$17.00 N/C Fee: \$0.00  
RPTT: \$408.00 Ex: #  
07/16/2014 03:11:40 PM  
Receipt #: 2090285  
Requestor:  
FIRST 100 LLC  
Recorded By: RYUD Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 163-24-612-639

Return document and mail tax statements to:  
First 100, LLC,  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas NV 89141

### DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

#### BELLA VITA HOMEOWNERS ASSOCIATION

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred

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

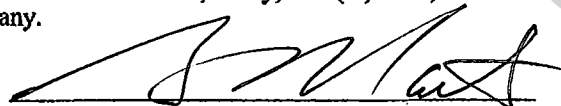
WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1107

and commonly known as 5009 Indian River Dr. #155 Las Vegas, NV 89103.

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

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:

  
Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

Print Name:

Bruce Marten

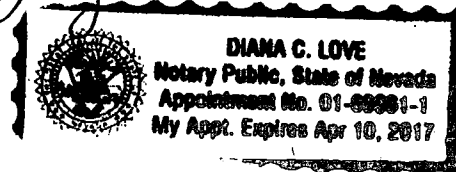
STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on July 10 2014,

by: BRUCE MARTEN  
(print name of above signatory)

Diana Love

NOTARY PUBLIC No. 01-09961-1  
Exp. 4-10-17



JA000654

JA000655

# **EXHIBIT 14**

② - 1

APN 163-24-612-639

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inst #: 20150413-0002989

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$237.15 Ex: #

04/13/2015 03:17:58 PM

Receipt #: 2383139

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

## DEED OF SALE

**THIS INDENTURE WITNESSETH:** That first party

**First 100, LLC**

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

**Kal-Mor-USA, LLC**

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

*WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1107*

And commonly known as 5009 Indian River Drive #155, Las Vegas, NV 89103.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By: 

Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10<sup>th</sup> 2015, by Carlos Cardenas.

  
Notary Public



JA000657

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 163-24-612-639  
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  
☐ Other

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 46,257.00

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )

c. Transfer Tax Value:

\$ 46,257.00

d. Real Property Transfer Tax Due

\$ 237.15

**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 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 Christine Bernard Capacity: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV

Zip: 89041

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

Print Name: Kal Mor USA

Address: 576 Middleton Way

City: Coldstream,

State: BC V1B3W8

Zip: \_\_\_\_\_

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

Print Name: Christine Bernard

Escrow # \_\_\_\_\_

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV

Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000658

# **EXHIBIT 15**

Mail and Return Tax statement to:  
Bella Vita Homeowners Association  
8290 Arville Street  
Las Vegas, NV 89139

APN # 163-24-612-798

Inst #: 201312300000172  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$191.25 Ex: #  
12/30/2013 08:04:04 AM  
Receipt #: 1885608  
Requestor:  
**RED ROCK FINANCIAL SERVICES**  
Recorded By: RYUD Pgs: 3  
**DEBBIE CONWAY**  
**CLARK COUNTY RECORDER**

## FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Bella Vita Homeowners Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 11/02/2012 as instrument number 0001729 Book 20121102, in Clark County. The previous owner as reflected on said lien is SEONG IL YI. Red Rock Financial Services as agent for Bella Vita Homeowners Association does hereby grant and convey, but without warranty expressed or implied to: **Bella Vita Homeowners Association** (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1266 which is commonly known as **5295 Indian River Dr #314 Las Vegas, NV 89103**.

### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Bella Vita Homeowners Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 12/31/2012 as instrument number 0001565 Book 20121231 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Bella Vita Homeowners Association at public auction on **11/19/13**, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$5,692.60** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

JA000660



Dated: December 26, 2013

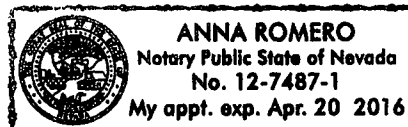
Kimberlee Sibley  
By: Kimberlee Sibley, employee of Red Rock Financial Services, agent for Bella Vita Homeowners Association

STATE OF NEVADA )  
COUNTY OF CLARK )

On December 26, 2013, before me, personally appeared Kimberlee Sibley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Anna Romero  
When Recorded Mail To: Bella Vita Homeowners Association  
FirstService Residential Nevada, LLC  
8290 Arville Street  
Las Vegas, NV 89139



JA000661

# STATE OF NEVADA DECLARATION OF VALUE

## 1. Assessor Parcel Number (s)

- a) 143-24-012-798  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

## 2. Type of Property:

- |  |              |                             |                 |
|--|--------------|-----------------------------|-----------------|
| a) <input type="checkbox"/>            | Vacant Land  | b) <input type="checkbox"/> | Single Fam Res. |
| c) <input checked="" 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

Notes: \_\_\_\_\_

## 3. Total Value/Sales Price of Property:

\$ 37,483.00  
Deed in Lieu of Foreclosure Only (value of property) \$ \_\_\_\_\_  
Transfer Tax Value: \$ 37,500.00  
Real Property Transfer Tax Due: \$ 191.25

## 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 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 Kimberlee Noble Capacity AGENT  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

## SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services  
Address: 4775 West Teco Ave #140  
City: Las Vegas  
State: NV Zip: 89118

## BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Bella Vita Homeowners Association  
Address: 8290 Arville Street  
City: Las Vegas  
State: NV Zip: 89139

## COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000662

# **EXHIBIT 16**

2

Inst #: 20140716-0002747  
Fees: \$17.00 N/C Fee: \$0.00  
RPTT: \$300.90 Ex: #  
07/16/2014 03:11:40 PM  
Receipt #: 2090285  
Requestor:  
FIRST 100 LLC  
Recorded By: RYUD Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 163-24-612-798

Return document and mail tax statements to:  
First 100, LLC,  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas NV 89141

### DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

**BELLA VITA HOMEOWNERS ASSOCIATION**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

**First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred**  
the real property situated in Clark County, State of Nevada, described as follows:


**WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1266**

and commonly known as 5295 Indian River Dr. #314 Las Vegas, NV 89103.

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

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:

  
Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

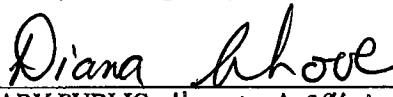
Print Name:

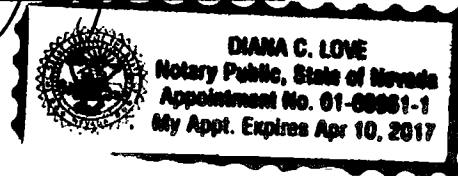
Bruce Marten

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on July 10 2014,

by: BRUCE MARTEN  
(print name of above signatory)

  
NOTARY PUBLIC No. 01-69961-1  
Exp 4-10-17



JA000664

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 163-24-612-798  
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  
   ☐ Other

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 58,756.00

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )

c. Transfer Tax Value:

\$ 58,756.00

d. Real Property Transfer Tax Due

\$ 300.90

**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**

**(REQUIRED)**

Print Name: Bella Vita HOA  
Address: 5010 Indian River Drive  
City: Las Vegas  
State: NV      Zip: 89103

**BUYER (GRANTEE) INFORMATION**

**(REQUIRED)**

Print Name: First 100, LLC  
Address: 11920 Southern Highlandy Pkwy  
City: Las Vegas  
State: NV      Zip: 89141

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

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_

Escrow # \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000665

# **EXHIBIT 17**

2-1

APN 163-24-612-798

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inst #: 20150413-0002990

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$204.00 Ex: #

04/13/2015 03:17:58 PM

Receipt #: 2383139

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pg: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

## DEED OF SALE

**THIS INDENTURE WITNESSETH:** That first party

**First 100, LLC**

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

**Kal-Mor-USA, LLC**

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

*WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 1266*

And commonly known as 5295 Indian River Drive #314, Las Vegas, NV 89103.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

By: 

Carlos Cardenas - Director

State of Nevada


County of Clark

This instrument was executed before me on

*April 10<sup>th</sup>*

2015, by

*Carlos Cardenas*

  
Notary Public



JA000667

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 163-24-612-798  
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  
☐ Other

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 39,963.00

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))

c. Transfer Tax Value: \$ 39,963.00

d. Real Property Transfer Tax Due \$ 204.18

**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 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 Christine Bernard Capacity: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV Zip: 89041

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

Print Name: Kal Mor USA

Address: 576 Middleton Way

City: Coldstream,

State: BC V1B3W8 Zip: \_\_\_\_\_

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

Print Name: Christine Bernard

Escrow # \_\_\_\_\_

Address: 11920 Southern Highland Pkwy #200

City: Las Vegas

State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000668



# **EXHIBIT 18**

Mail and Return Tax statement to:  
Bella Vita Homeowners Association  
8290 Arville Street  
Las Vegas, NV 89139

APN # 163-24-612-500

Inst #: 201401230002775  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$191.25 Ex: #  
01/23/2014 11:19:56 AM  
Receipt #: 1910699  
Requestor:  
**RED ROCK FINANCIAL SERVICES**  
Recorded By: SCA Pgs: 3  
**DEBBIE CONWAY**  
**CLARK COUNTY RECORDER**

## FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Bella Vita Homeowners Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 06/11/2012 as instrument number 0002273 Book 20120611, in Clark County. The previous owner as reflected on said lien is BRIAN KELLY. Red Rock Financial Services as agent for Bella Vita Homeowners Association does hereby grant and convey, but without warranty expressed or implied to: **Bella Vita Homeowners Association** (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 968 which is commonly known as **4400 Sandy River Dr #16 Las Vegas, NV 89103**.

### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Bella Vita Homeowners Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 08/13/2012 as instrument number 0000459 Book 20120813 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Bella Vita Homeowners Association at public auction on **11/19/13**, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$6,685.11** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

JA000670

Dated: January 21, 2014

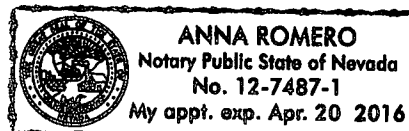
Kimberlee Sibley  
By: Kimberlee Sibley, employee of Red Rock Financial Services, agent for Bella Vita Homeowners Association

STATE OF NEVADA                     )  
COUNTY OF CLARK                 )

On January 21, 2014, before me, personally appeared Kimberlee Sibley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Anna Romero  
When Recorded Mail To: Bella Vita Homeowners Association  
FirstService Residential  
8290 Arville Street  
Las Vegas, NV 89139



JA000671

# STATE OF NEVADA

## DECLARATION OF VALUE

### 1. Assessor Parcel Number (s)

- a) 163-24-612-500  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

### 2. Type of Property:

- |  |              |                             |                 |
|--|--------------|-----------------------------|-----------------|
| a) <input type="checkbox"/>            | Vacant Land  | b) <input type="checkbox"/> | Single Fam Res. |
| c) <input checked="" 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

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3. Total Value/Sales Price of Property:

\$ 37,483.00  
Deed in Lieu of Foreclosure Only (value of property) \$ \_\_\_\_\_  
Transfer Tax Value: \$ 37,500.00  
Real Property Transfer Tax Due: \$ 191.25

### 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 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 Kimberly Gubler Capacity AGENT  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

### SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services  
Address: 4775 West Teco Ave #140  
City: Las Vegas  
State: NV Zip: 89118

### BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Bella Vita Homeowners Association  
Address: 8290 Arville Street  
City: Las Vegas  
State: NV Zip: 89139

### COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000672

# **EXHIBIT 19**

2-1

Inst #: 20140716-0002748  
Fees: \$17.00 N/C Fee: \$0.00  
RPTT: \$229.50 Ex: #  
07/16/2014 03:11:40 PM  
Receipt #: 2090285  
Requestor:  
FIRST 100 LLC  
Recorded By: RYUD Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 163-24-612-500

Return document and mail tax statements to:  
First 100, LLC,  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas NV 89141

## DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

### BELLA VITA HOMEOWNERS ASSOCIATION

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to grantee:

First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred

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

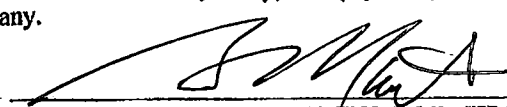
WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 968

and commonly known as 4400 Sandy River Dr. #16 Las Vegas, NV 89103.

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

Subject to: (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:

  
Board Member, BELLA VITA HOMEOWNERS ASSOCIATION

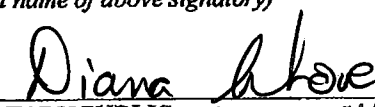
Print Name:

Bruce Marten

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on July 10 2014,

by: BRUCE MARTEN  
(print name of above signatory)

  
NOTARY PUBLIC No. 01-69961-1  
Exp. 4-10-17



JA000674

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 163-24-612-500  
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  
☐ Other

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 44,710.00

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )

c. Transfer Tax Value:

\$ 44,710.00

d. Real Property Transfer Tax Due

\$ 229.50


**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**

**(REQUIRED)**

Print Name: Bella Vita HOA

Address: 5010 Indian River Drive

City: Las Vegas

State: NV

Zip: 89103

**BUYER (GRANTEE) INFORMATION**

**(REQUIRED)**

Print Name: First 100, LLC

Address: 11920 Southern Highlandy Pkwy

City: Las Vegas

State: NV

Zip: 89141

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

Print Name: \_\_\_\_\_

Escrow # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000675

# **EXHIBIT 20**



(2)-1

APN 163-24-612-500

Return document and mail tax statements to:

Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B 3W8  
Canada

Inst #: 20150413-0002988

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$204.00 Ex: #

04/13/2015 03:17:58 PM

Receipt #: 2383139

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pg: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

## DEED OF SALE

**THIS INDENTURE WITNESSETH:** That first party

**First 100, LLC**

for valuable consideration, the receipt of which hereby acknowledged, does hereby convey without warranty, express or implied, to:

**Kal-Mor-USA, LLC**

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

*WESTWOOD POINT PLAT BOOK 27 PAGE 45 UNIT 968*

And commonly known as 4400 Sandy River Drive #16, Las Vegas, NV 89103.

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


Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any; and (iii) liens, deeds of trust and other encumbrances now in force, if any.

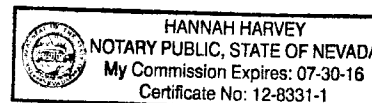
By: 

Carlos Cardenas - Director

State of Nevada  
County of Clark

This instrument was executed before me on April 10<sup>th</sup> 2015, by Carlos Cardenas.

  
Notary Public



JA000677

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 163-24-612-500  
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  
☐ Other

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ 39,963.00

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))

c. Transfer Tax Value: \$ 39,963.00

d. Real Property Transfer Tax Due \$ 204.18

**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 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 Christine Bernard Capacity: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV      Zip: 89041

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

Print Name: Kal Mor USA  
Address: 576 Middleton Way  
City: Coldstream,  
State: BC V1B3W8      Zip: \_\_\_\_\_

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

Print Name: Christine Bernard  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV      Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000678

# **EXHIBIT 21**

Inst #: 201012030002111  
Fees: \$15.00 N/C Fee: \$25.00  
RPTT: \$0.00 Ex: #003  
12/03/2010 12:09:30 PM  
Receipt #: 599979  
Requestor:  
CAMCO  
Recorded By: RNS Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

When recorded mail to and  
Mail Tax Statements to:  
Tierra Mesa Homeowners Association  
C/O CAMCO  
PO Box 12117  
Las Vegas, NV, 89112

A.P.N. No. 140-21-611-018  
Trustee Sale No. 16542-5782

*Corrective (201011030000595)*  
**TRUSTEE'S DEED UPON SALE - legal description**


The Grantee (Buyer) herein was Foreclosing Beneficiary: Tierra Mesa Homeowners Association  
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): \$8,008.96  
The amount paid by the Grantee (Buyer) at the Trustee's Sale: \$8,008.96  
The Documentary Transfer Tax: \$43.35  
Property address: 5782 Camino Ramon Ave., Las Vegas, NV 89156  
Said property is in [ ] unincorporated area: City of Las Vegas  
Trustor (Former Owner that was foreclosed on): Elizabeth Braden

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded June 16, 2009 as instrument number 0004398, in Clark County, does hereby grant, without warranty expressed or implied to: Tierra Mesa Homeowners Association (Grantee), all its right, title and interest in the property legally described as:

*Exhibit A*

**TRUSTEE STATES THAT:**

This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on October 27, 2010 at the place indicated on the Notice of Trustee's Sale.

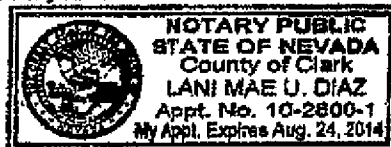
Branko Jeffie   
Signature of AUTHORIZED AGENT for Alessi&Koenig, LLC


State of Nevada )  
County of Clark )

SUBSCRIBED and SWORN to before me Nov. 01, 2010

WITNESS my hand and official seal.

(Seal)



  
(Signature)

JA000680

140-21-611-018

EXHIBIT A

PARCEL ONE (1):

LOT SIXTY (60) IN BLOCK TWO (2), OF TIERRA MESA AS SHOWN BY MAP ON FILE IN BOOK 108 OF PLATS, PAGE 24 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1)

JA000681

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a) 140-21-611-018  
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  
Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument #: \_\_\_\_\_  
Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

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 03

b. Explain Reason for Exemption: re-record with correct legal description

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 Kelly Mitchell Capacity Grantee  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: Alessi + Koenig LLC  
Address: 9500 W Flamingo Rd #100  
City: Las Vegas  
State: NV Zip: 89147

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: Tierra Mesa HOA  
Address: PO Box 12117  
City: Las Vegas  
State: NV Zip: 89112

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

Print Name: CAMCO Escrow # N/A - Foreclosure  
Address: PO Box 12117  
City: Las Vegas State: NV Zip: 89112

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

JA000682

# **EXHIBIT 22**

Inst #: 20140811-0000974  
Fees: \$19.00 N/C Fee: \$0.00  
RPTT: \$311.10 Ex: #  
08/11/2014 08:45:17 AM  
Receipt #: 2116470  
Requestor:  
ABSOLUTE COLLECTION SERVICE  
Recorded By: ANI Pgs: 4  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 140-21-611-018

WHEN RECORDED MAIL DEED AND  
TAX STATEMENTS TO:

First 100 LLC  
10620 Southern Highlands Pkwy Ste 110-485  
Las Vegas, NV 89141

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED**

THIS QUITCLAIM DEED made on **August 8, 2014**, between **Tierra Mesa HOA** c/o CAMCO PO Box 12117, Las Vegas, NV 89112 and **First 100 LLC**, 10620 Southern Highlands Pkwy, Ste 110-485, St. Las Vegas, NV 89141.

That for and in the consideration of the sum of NINE THOUSAND ONE HUNDRED NINETY-SIX DOLLARS AND 51/100 CENTS (\$9,196.51) the receipt of which is hereby acknowledged, **Tierra Mesa HOA** does hereby release, remise and forever quitclaim unto **First 100 LLC** all of his interest, if any, in that certain real property commonly known as:

**5782 Camino Ramon Ave., Las Vegas, NV 89156**

Legally described as follows:

Lot **60**, Block **2**, as per map recorded in Plat Book **108**, Page **24**, as shown in the Office of the County Recorder of Clark County Nevada

Together with all the tenements, hereditaments, and appurtenances thereunto belonging, and the reversions, remainders, rents, issues, and profits thereof. To have and to hold, all and singular the premises, with the appurtenances, unto **First 100 LLC** and his/her heirs and assigns forever.

In witness whereof, **Tierra Mesa HOA** has hereunto this 8th day of AUGUST and 2014 as set forth above.

JA000684



State of Nevada )ss

County of Clark )ss

I, Richard Kaye , being first duly sworn, deposes and says:

That I am the authorized representative of **Tierra Mesa HOA** in the above-entitled action: that I have read the foregoing and know the contents thereof, and that the same is true of my knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.

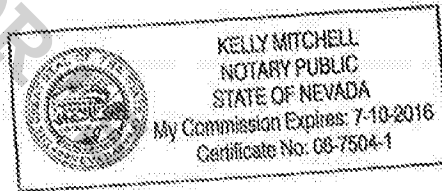
  
Richard Kaye, Agent for Tierra Mesa HOA

Subscribed and sworn to before me this 8th DAY OF August, 2014.

  
Kelly Mitchell, Notary Public

My Commission Expires: 7/10/16

Certificate No: 08-7504-1



140-21-611-018

EXHIBIT A

PARCEL ONE (1):

LOT SIXTY (60) IN BLOCK TWO (2), OF TIERRA MESA AS SHOWN BY MAP ON  
FILE IN BOOK 108 OF PLATS, PAGE 24 IN THE OFFICE OF THE COUNTY  
RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND  
ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE  
PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED  
HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1)

JA000686

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 140-21-611-018  
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

\$ 9,196.51

b. Deed in Lieu of Foreclosure Only (value of property (\_\_\_\_\_))

c. Transfer Tax Value: \$ 60,823.00

d. Real Property Transfer Tax Due \$ 311.10

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 Kelley Mitchell Capacity: Grantor

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: Tierra Mesa HOA  
Address: PO Box 12117  
City: Las Vegas  
State: NV Zip: 89112

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

Print Name: First 100 LLC  
Address: 10620 Southern Highlands Pkwy #110 -485  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: Absolute Collection Svs  
Address: 6440 Skypointe Dr Ave 140-154  
City: Las Vegas

Escrow # N/A-foreclosure  
State: NV Zip: 89131

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000687

# **EXHIBIT 23**

(2) - 1

Inst #: 20150409-0000741

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$548.25 Ex: #

04/09/2015 09:16:12 AM

Receipt #: 2379093

Requestor:

FIRST 100 LLC

Recorded By: SHAWA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN 140-21-611-018

Return document and mail tax statements to:

KAL-MOR-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

### DEED OF SALE

THIS INDENTURE WITNESSETH: that first party

**FIRST 100, LLC**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

**KAL-MOR-USA, LLC**

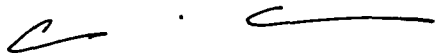
The real property situated in the County of Clark, State of Nevada, described as follows:

Lot 60, Block 2, as per map recorded in Plat Book 108, Page 24, as shown  
in the Office of the County Recorder of Clark County Nevada

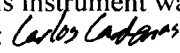
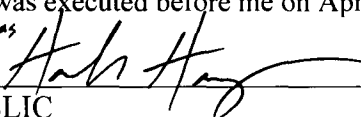
and commonly known as 5782 Camino Ramon Ave, Las Vegas, Nevada 89156.

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

Subject to (i) Property taxes; (ii) conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any; and (iii) liens, deeds of trust, and other encumbrances now in force, if any.

By:   
Carlos Cardenas - Director

STATE OF NEVADA     )  
COUNTY OF CLARK    )

This instrument was executed before me on April 6<sup>th</sup>, 2015,  
By:  

NOTARY PUBLIC



JA000689

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 140-21-611-018  
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  
☐ Other

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3.a. Total Value/Sales Price of Property**

\$ ~~21,288.00~~ 107,211 *AA*

**b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))**

**c. Transfer Tax Value:**

\$ ~~21,288.00~~ 107,211 *AA*

**d. Real Property Transfer Tax Due**

\$ ~~400.65~~ 548.25 *AA*

**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 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: Director

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas  
State: NV Zip: 89141

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

Print Name: KAL-MOR-USA, LLC.  
Address: 576 Middleton Way  
City: Coldstream, BC  
State: Canada Zip: BCV1B3W8

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

Print Name: First 100, LLC  
Address: 11920 Southern Highland Pkwy #200  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: NV Zip: 89141

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

JA000690

# **EXHIBIT 24**

JOINTLY SUBMITTED

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

FIRST 100, LLC, a Nevada limited liability company; 1<sup>st</sup> ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited liability company; PRENPOINCIANA, LLC, a foreign limited liability company; DOES I through X and ROE ENTITIES I through X;

Defendants.

AND ALL RELATED CLAIMS

Case No. 2:16-cv-00099-RFB-(CWH)

Related Case No. 2:16-cv-00109-RFB-CWH  
(Jointly Administered Cases)

STIPULATED JUDGMENT

COME NOW, (1) Plaintiffs and Counter-Defendants First 100, LLC ("First 100") and 1<sup>st</sup> One Hundred Holdings, LLC ("Holdings," and together with First 100, the "Plaintiffs"), by and through their undersigned attorneys, Maier Gutierrez Ayon; (2) Third-Party Defendants Holdings, Jay Bloom, Carlos Cardenas, Christopher Morgando, and Matthew Farkas (collectively, the "Guarantors"), by and through their undersigned attorneys, Maier Gutierrez Ayon, (3) Defendant, Counterplaintiff, and Third Party Plaintiff Omni Financial, LLC ("Omni"), by and through its undersigned attorneys, Howard & Howard Attorneys PLLC, (4) Defendants PrenPoinciana, LLC and Prentice Lending II LLC (collectively, "PrenPoinciana"), by and through their undersigned attorneys, Greenberg Traurig, LLP; and (5) Plaintiffs KAL-MOR-USA LLC and GFY Management LLC (in Case No. 2:16-cv-00109) (collectively, "Kal-Mor/GFY"), by and through their undersigned attorneys, Kolcsar & Leatham.

HOWARD & HOWARD ATTORNEYS, PLLC

3800 Howard Hughes Parkway, Suite 1000  
Las Vegas, Nevada 89169  
(702) 257-1483 FAX: (702) 567-1568



RECITALS

On January 15, 2016, First 100 filed a complaint asserting various claims for relief (the "Claims") against Omni and PrenPoinciana in the Eighth Judicial District Court in Clark County, Nevada (the "Lawsuit"), seeking an *ex parte* temporary restraining order stopping a foreclosure sale which Omni had previously noticed. Omni removed the Lawsuit to the U.S. District Court for the District of Nevada (the "District Court") (Notice of Removal, ECF No. 1),<sup>1</sup> where it is known as Case No. 2:16-cv-00099. On February 9, 2016, the Lawsuit was consolidated with a separate action filed by Kal-Mor USA LLC (which had also been removed by Omni and is Case No. 2:16-cv-00109, and which case constitutes part of the defined term, the "Lawsuit"). On June 15, 2016, Defendant Omni filed its Answer to First 100, LLC's Complaint and Counterclaim and Third-Party Complaint (ECF 99), asserting various counterclaims and third-party claims for relief against the Plaintiffs and Guarantors (the "Counterclaims and Third-Party Claims").

As set forth in extensive detail in the pleadings and papers in the Lawsuit, numerous disputes (collectively, the "Disputes") have arisen between Plaintiffs, Defendants, and Guarantors regarding, for example:<sup>2</sup>

(a) First 100's default on a line of credit loan extended by Omni pursuant to a loan agreement and other transaction documents dated May 27, 2014;

(b) the ownership, management, and control of certain homeowner association liens/receivables ("HOA Receivables") those acquired from the Association of Poinciana Villages ("APV") and (i) relating to the calendar year 2013 ((the "2013 Receivables"), (ii) relating to the calendar years 2014-2015 (the "2014-2015 Receivables") and (iii) certain additional properties previously managed by Association Capital Resources, LLC (the "ACR Receivables");

(c) the ownership, management, and control of all other HOA Receivables owned all other HOA Receivables owned by First 100 from time to time from the inception of the Omni loan through the date hereof, if and to the extent serviced by the McCabe Firm, including those relating

<sup>1</sup> All references herein to "ECF" numbers are to filings in Case No. 2:16-cv-00099.

<sup>2</sup> This list is not exhaustive.

to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve, Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove) (collectively, the "Additional HOA Receivables");

(d) the ownership, management, and control of First 100's other personal property;

(e) the reasonableness of Omni's foreclosure sale on May 25, 2016 regarding such HOA Receivables and other personal property; and

(f) Omni's first-priority security interest, as beneficiary, under deeds of trust in various real properties previously or currently owned by First 100.

Without admitting liability, the Parties waive the entry of findings of fact and conclusions of law by the Court and voluntarily consent to the entry of this Stipulated Judgment fully resolving the Lawsuit, Disputes, Claims, Counterclaims, and Third-Party Claims.

NOW, THEREFORE, it is accordingly ORDERED, ADJUDGED, and DECREED that:

1. First 100 owes Omni a stipulated judgment debt in the amount of Four Million Eight Hundred Thousand Dollars (USD \$4,800,000), but which amount could increase by a specific sum if certain conditions subsequent were not met.

2. Omni is the absolute owner of all right, title, and interest in the 2013 Receivables 2014-2015 Receivables, and Additional HOA Receivables, including without limitation (a) all future proceeds arising therefrom, (b) all undisbursed proceeds thereof being held by any third party, regardless of how such proceeds may have previously been allocated among the Parties, and (c) any rights or privileges enjoyed by, or benefiting, First 100 with respect to those HOA Receivables, including rights or privileges under any continuing powers of attorney granted by a third party.

3. The prior Order entered in this action on April 18, 2016 [ECF No. 60] is hereby vacated, and the restrictions set forth therein upon the distribution of HOA Receivables and the proceeds thereof are null and void. The HOA Receivables and all proceeds derived therefrom (meaning, for example, all undisbursed proceeds held by the McCabe law firm) may be disbursed upon the unilateral instructions of the Party(ies) in accordance with this Stipulated Judgment and

1 the Stipulated Judgment entered in Case No. 2:16-cv-00109 on January 2, 2017 [ECF No. 58].

2 4. Upon full repayment of the stipulated judgment debt, Omni shall return or release  
3 to First 100 (i) any and all interest in the 2013 Receivables, the 2014-2015 Receivables, and  
4 Additional HIOA Receivables; (ii) all remaining liens in First 100's claims and litigation; (iii) four  
5 specific real properties in Nevada, to First 100 or its Affiliate; and (iv) all real property derived  
6 from foreclosure actions on any of the HOA Receivables conveyed.

7 5. The Lawsuit and any and all Disputes, Claims, Counterclaims, and Third-Party  
8 Claims are hereby dismissed with prejudice.

9 6. This judgment shall not preclude or otherwise impair any claim or defense that may  
10 exist or arise between or among the Parties with respect to a breach of the Settlement Agreement.  
11 The Court hereby retains jurisdiction (over the Parties, the Lawsuit, the Disputes, Claims,  
12 Counterclaims, and Third-Party Claims, and the Settlement Agreement (and alleged breaches  
13 thereof)), to hear any further proceedings regarding the same, if necessary or appropriate.

14 7. Each Party bears responsibility for its own fees and costs incurred in connection  
15 with this matter (including, in particular, the Lawsuit).

16 8. The two monetary bonds deposited with the Clerk of the Court during the Lawsuit,  
17 by First 100 (in the amount of \$15,000, deposited on January 21, 2016 (ECF 13-14)) and Omni (in  
18 the amount of \$1,000, deposited on June 28, 2016 (ECF 131-32)), are to be immediately released  
19 to Omni.

20 **ORDER**

21 IT IS SO ORDERED.

22 Dated: February 16, 2017.

23  
24   
25 **RICHARD F. BOULWARE, II**  
26 **United States District Judge**  
27

Approved as to form and content by:

Dated: February 14, 2017

**HOWARD & HOWARD ATTORNEYS  
PLLC**

By: /s/ Robert Hernquist  
Robert Hernquist  
Nevada Bar No. 10616  
Mark Gardberg  
Nevada Bar No. 10879  
Wells Fargo Tower, Suite 1000  
3800 Howard Hughes Parkway  
Las Vegas, Nevada 89169-5980

*Attorneys for Defendant, Counterplaintiff,  
and Third Party Plaintiff Omni Financial  
LLC*

Dated: February 14, 2017

**GREENBERG TRAUIG, LLP**

By: /s/ Christopher Miltenberger  
Christopher Miltenberger  
Nev. Bar No. 10153  
3773 Howard Hughes Parkway, #400  
Las Vegas, NV 89169

*Attorneys for Defendants PrenPoinciana,  
LLC and Prentice Lending II LLC*

Dated: February 14, 2017

**MAIER GUTIERREZ AYON**

By: /s/ Joseph A. Gutierrez  
Joseph A. Gutierrez  
Nevada Bar No. 9046  
Jason R. Maier, Nevada Bar No. 8557  
8816 Spanish Ridge Avenue  
Las Vegas, Nevada 89148

*Attorneys for (1) Plaintiffs and  
Counterdefendants First 100, LLC and  
1st One Hundred Holdings, LLC and (2)  
Third-Party Defendants 1st One Hundred  
Holdings, LLC, Jay Bloom, Carlos  
Cardenas, Christopher Morgando, and  
Matthew Farkas*

Dated: February 14, 2017

**KOLESAR & LEATHAM**

By: /s/ Bart K. Larsen  
Bart K. Larsen  
Nevada Bar No. 08538  
400 South Rampart Blvd., Suite 400  
Las Vegas, Nevada 89145

*Attorneys for Plaintiffs KAL-MOR-USA LLC  
and GFY Management LLC (in Case No.  
2:16-cv-00109)*

# **EXHIBIT 25**

# Howard & Howard

law for business

Ann Arbor

Chicago

Detroit

Las Vegas

Peoria

direct dial: 702.667.4842

Mark Gardberg  
Attorney / Partner

email: mgardberg@howardandhoward.com

September 29, 2016

**BY CERTIFIED MAIL**

**LEGAL NOTIFICATION TO PAY  
RENTS TO PERSON OTHER THAN LANDLORD**

**Tenant (if known):** Unknown - John/Jane Does 1-10  
**Property Occupied by  
Tenant (the "Premises"):** Unknown -- John/Jane Does 1-10  
**Assignment of Rents  
Governing the Premises:** Deed of Trust dated: June 17, 2014  
5295 Indian River Dr. Unit 314, Las Vegas NV 89103-8705  
Recorded in the Official Records of Clark County, Nevada  
as Book/Instrument No.:20140718-0001253 on July 18, 2014

**Landlord:** First 100, LLC  
**Assignee:** Omni Financial, LLC  
1260 41<sup>st</sup> Ave Suite O  
Capitola, CA 95010  
Attention: Kimberlee Kay  
Tel. No.: (831) 464-5013  
Fax No.: (831) 462-1618  
Email: [kkay@shermanandboone.com](mailto:kkay@shermanandboone.com)

Dear Sir or Madam:

This law firm represents Omni Financial, LLC (the "Assignee"). Pursuant to NRS Chapter 107A, and specifically NRS 107A.280, please note the following:

1. The Assignee named above has become the person entitled to collect your rents on the Premises listed above under that Assignment of Rents specified above. (See NRS 107A.230(1).) You may obtain additional information about the Assignment of Rents and the Assignee's right to enforce it at the address listed above.
2. The Landlord is in default under the Assignment of Rents. Under the Assignment of Rents, the Assignee is entitled to collect rents from the Premises.
3. This notification affects your rights and obligations under the written or oral lease, or other type of agreement, under which you occupy the Premises (your "Agreement"). In order to provide you with an opportunity to consult with a lawyer, if your next scheduled rental payment is due within

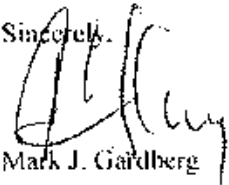
30 days after you receive this notification, neither the Assignee nor the Landlord can hold you in default under your Agreement for nonpayment of that rental payment until 10 days after the due date of that payment or 30 days following the date you receive this notification, whichever occurs first. You may consult a lawyer at your expense concerning your rights and obligations under your Agreement and the effect of this notification.

4. ***You must pay to the Assignee (Omni Financial, LLC) at the address listed above all rents under your Agreement which are due and payable on the date you receive this notification and all rents accruing under your Agreement after you receive this notification.*** If you pay rents to the Assignee after receiving this notification, the payment will satisfy your rental obligation to the extent of that payment.
5. Unless you occupy the Premises as your primary residence, if you pay any rents to the Landlord after receiving this notification, your payment to the Landlord will not discharge your rental obligation, and the Assignee may hold you liable for that rental obligation notwithstanding your payment to the Landlord.
6. If you have previously received a notification from another person that also holds an assignment of the rents due under your Agreement, you should continue paying your rents to the person that sent that notification until that person cancels that notification. Once that notification is cancelled, you must begin paying rents to the Assignee in accordance with this notification.
7. Your obligation to pay rents to the Assignee will continue until you receive either:
  - (a) a written order from a court directing you to pay the rent in a manner specified in that order; or
  - (b) written instructions from the Assignee cancelling this notification.

In the event a foreclosure occurs, the Assignee may consider allowing you to continue occupying the property, provided that the lease has fair market terms, you pay rents to Assignee in a timely manner, and the property is well maintained. Attached to this letter is a rental application for you to complete and return with your first check sent to Omni.

***Please immediately contact Ms. Kay at the contact details on the first page to discuss this matter in more detail.*** She looks forward to hearing from you.

Sincerely,

  
Mark J. Gardberg

cc Joseph A. Gutierrez  
MAIER GUTIERREZ AYON  
400 S. Seventh Street, # 400  
Las Vegas, NV 89101

Wynn Realty Group  
Attention: Marc Gisi  
7495 W. Azure Ave., # 214  
Las Vegas NV 89130

Bart K. Larsen  
KOLESAR & LEATHAM  
400 S. Rampart Boulevard, # 400  
Las Vegas, Nevada 89145



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## APPLICATION TO RENT/SCREENING FEE (C.A.R. Form LRA, Revised 12/15)

### I. APPLICATION TO RENT

THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANCIPATED MINOR.

1. Applicant is completing Application as a (check one) ☐ tenant, ☐ tenant with co-tenant(s) or ☐ guarantor/co-signor.

Total number of applicants \_\_\_\_\_

#### 2. PREMISES INFORMATION

Application to rent property at 5295 Indian River Dr Unit 314, Las Vegas, NV 89103-8705 ("Premises")

Rent \$ \_\_\_\_\_ per \_\_\_\_\_ Proposed move-in date \_\_\_\_\_

#### 3. PERSONAL INFORMATION

##### A. FULL NAME OF APPLICANT \_\_\_\_\_

B. Date of Birth \_\_\_\_\_ (For purpose of obtaining credit reports. Age discrimination is prohibited by law.)

C. 1. Driver's License No. \_\_\_\_\_ State \_\_\_\_\_ Expires \_\_\_\_\_

2. See section II for Social Security Number

D. Phone Number: Home \_\_\_\_\_ Work \_\_\_\_\_ Other \_\_\_\_\_

E. Email \_\_\_\_\_

F. Name(s) of all other proposed occupant(s) and relationship to applicant \_\_\_\_\_

G. Pet(s) (number and type) \_\_\_\_\_

H. Auto: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ License No. \_\_\_\_\_ State \_\_\_\_\_ Color \_\_\_\_\_

Other vehicle(s): \_\_\_\_\_

I. In case of emergency, person to notify \_\_\_\_\_

Relationship \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

J. Does applicant or any proposed occupant plan to use liquid-filled furniture? ☐ No ☐ Yes Type \_\_\_\_\_

K. Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years? ☐ No ☐ Yes

If yes, explain \_\_\_\_\_

L. Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony? ☐ No ☐ Yes

If yes, explain \_\_\_\_\_

M. Has applicant or any proposed occupant ever been asked to move out of a residence? ☐ No ☐ Yes

If yes, explain \_\_\_\_\_

#### 4. RESIDENCE HISTORY

Current address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Name of Landlord/Manager \_\_\_\_\_

Landlord/Manager's phone \_\_\_\_\_

Do you own this property? ☐ No ☐ Yes

Reason for leaving current address \_\_\_\_\_

Previous address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Name of Landlord/Manager \_\_\_\_\_

Landlord/Manager's phone \_\_\_\_\_

Did you own this property? ☐ No ☐ Yes

Reason for leaving this address \_\_\_\_\_

#### 5. EMPLOYMENT AND INCOME HISTORY

Current employer \_\_\_\_\_

Current employer address \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

Supervisor \_\_\_\_\_

Supervisor phone \_\_\_\_\_

Employment gross income \$ \_\_\_\_\_ per \_\_\_\_\_

Other income info \_\_\_\_\_

Previous employer \_\_\_\_\_

Prev. employer address \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

Supervisor \_\_\_\_\_

Supervisor phone \_\_\_\_\_

Employment gross income \$ \_\_\_\_\_ per \_\_\_\_\_

Other income info \_\_\_\_\_





Property Address: 5295 Indian River Dr Unit 314, Las Vegas, NV 89103-8705

Cals. \_\_\_\_\_

**6. CREDIT INFORMATION**

| Name of creditor | Account number | Monthly payment | Balance due |
|------------------|----------------|-----------------|-------------|
|                  |                |                 |             |
|                  |                |                 |             |

| Name of bank/branch | Account number | Type of account | Account balance |
|---------------------|----------------|-----------------|-----------------|
|                     |                |                 |                 |
|                     |                |                 |                 |

**7. PERSONAL REFERENCES**

Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Length of acquaintance \_\_\_\_\_ Occupation \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Length of acquaintance \_\_\_\_\_ Occupation \_\_\_\_\_

**8. NEAREST RELATIVE(S)**

Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Relationship \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Relationship \_\_\_\_\_

Applicant understands and agrees that: (i) this is an application to rent only and does not guarantee that applicant will be offered the Premises; (ii) Landlord or Manager or Agent may accept more than one application for the Premises and, using their sole discretion, will select the best qualified applicant; and (iii) Applicant will provide a copy of applicant's driver's license upon request.

Applicant represents the above information to be true and complete, and hereby authorizes Landlord or Manager or Agent to: (i) verify the information provided; and (ii) obtain a credit report on applicant and other reports, warnings and verifications on and about applicant, which may include but not be limited to, criminal background checks, reports on unlawful detainers, bad checks, fraud warnings, employment and tenant history. Applicant further authorizes Landlord or Manager or Agent to disclose information to prior or subsequent owners and/or agents.

If application is not fully completed, or received without the screening fee: (i) the application will not be processed, and (ii) the application and any screening fee will be returned.

Applicant \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Return your completed application and any applicable fee not already paid to \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**II. SCREENING FEE****THIS SECTION TO BE COMPLETED BY LANDLORD, MANAGER OR AGENT.**

Applicant Social Security Number: \_\_\_\_\_ Applicant has paid a nonrefundable screening fee of \$ \_\_\_\_\_  
 applied as follows: (The screening fee may not exceed \$30.00, adjusted annually from 1-1-98 commensurate with the increase in the Consumer Price Index. A CPI inflation calculator is available on the Bureau of Labor Statistics website, [www.bls.gov](http://www.bls.gov). The California Department of Consumer Affairs calculates the applicable screening fee amount to be \$44.50 as of 2012.)

\$ \_\_\_\_\_ for credit reports prepared by \_\_\_\_\_  
 \$ \_\_\_\_\_ for \_\_\_\_\_ (other out-of-pocket expenses), and  
 \$ \_\_\_\_\_ for processing.

The undersigned has read the foregoing and acknowledges receipt of a copy.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

The undersigned has received the screening fee indicated above.

Landlord or Manager or Agent Signature \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_  
 Date \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

LRA REVISED 12/15 (PAGE 2 OF 2)

APPLICATION TO RENT/SCREENING FEE (LRA PAGE 2 OF 2)

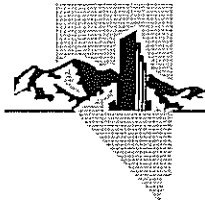
Produced with ZipForm® by ZipLogic 18070 Fitter Mile Road, Fraser, Michigan 48026 [www.ziplogic.com](http://www.ziplogic.com)

First 100 rental



JA000701

# **EXHIBIT 26**



# Nevada Title Company

---

May 16, 2017

THE BANK OF NEW YORK MELLON  
C/O: WRIGHT FINLAY % ZAK LLP  
MICHAEL S. KELLY  
7785 WEST SAHARA AVENUE SUITE 200  
LAS VEGAS, NV 89117

RE: FORECLOSURE PROCEEDING NO.: 17-04-0101-FCL

YOU ARE HEREBY NOTIFIED that the holder of the obligation secured by the Deed(s) of Trust listed in the attached Notice of Breach and Election to Sell under Deed of Trust, has executed and delivered to the undersigned, as duly appointed or substituted Trustee under said Deed(s) of Trust, a Declaration of Default and a NOTICE OF BREACH AND ELECTION TO SELL under Deed(s) of Trust to satisfy the obligations secured thereby, said notice having been recorded on May 15, 2017.


PROPERTY IN FORECLOSURE MAY BE SOLD WITHOUT ANY COURT ACTION.

You may have the legal right to cure the breach of the obligation plus pay permitted costs and expenses. Please contact our office for the applicable date as provided by Nevada Revised Statutes Chapter 107.

For information as to the amount you must pay to cure the breach of the obligation and to arrange for payment, or if your property is in foreclosure for any other reason, contact the undersigned immediately. All payments for redemption should be deposited with NEVADA TITLE COMPANY by bank CASHIER'S CHECK or WIRE TRANSFER.

YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NEVADA TITLE COMPANY

By:   
Michele Dobar  
Trustee Sales

Certified Mail  
Return Receipt Requested

Inst #: 20170515-0000474

Fees: \$223.00

N/C Fee: \$25.00

05/15/2017 08:04:04 AM

Receipt #: 1083511

Requestor:

NEVADA TITLE LAS VEGAS

Recorded By: CHONGMA Pgs: 7

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 124-26-311-029, 161-10-511-072, 160-22-817-093,  
160-22-817-095, 162-16-810-355, 162-16-810-067,  
177-20-813-127, 140-23-217-065, 124-34-512-057,  
163-24-612-588, 163-24-612-639, 163-24-612-798,  
163-24-612-500, 124-17-313-075, 179-17-611-091,  
179-17-611-076, 179-17-611-044, 138-28-613-007,  
138-27-413-052, 163-05-415-200, 179-31-714-007,  
162-11-511-093 and 140-21-611-018

**Property Addresses:**

1217 Neva Ranch Ave., North Las Vegas, NV 89031  
6575 Shining Sand Ave., Las Vegas, NV 89142  
30 Strada Di Villaggio Unit 321, Henderson, NV 89011  
30 Strada Di Villaggio Unit 323, Henderson, NV 89011  
230 E. Flamingo Rd. 330, Las Vegas, NV 89169  
210 E. Flamingo Rd. 209, Las Vegas, NV 89169  
2615 W. Gary Ave. 1065, Las Vegas, NV 89123  
6800 E. Lake Mead Blvd 1033, Las Vegas, NV 89156  
5520 Hidden Rainbow St., North Las Vegas, NV 89031  
4921 Indian River Dr. 112, Las Vegas, NV 89103  
5009 Indian River Dr. 155, Las Vegas, NV 89103  
5295 Indian River Dr. 314, Las Vegas, NV 89103  
4400 Sandy River Dr. 16, Las Vegas, NV 89103  
7533 Lintwhite St., North Las Vegas, NV 89084  
601 Cabrillo Cir. Ut 1291, Henderson, NV 89015  
601 Cabrillo Cir. Ut 1076, Henderson, NV 89015  
601 Cabrillo Cir. Ut 644, Henderson, NV 89015  
1204 Observation Dr. Ut 102, Las Vegas, NV 89128  
101 Luna Way Ut 145, Las Vegas, NV 89145  
2200 S. Fort Apache Rd. Ut 1104, Las Vegas, NV 89117  
665 Monument Point St., Henderson, NV 89002  
2080 Karen Ave 93, Las Vegas, NV 89109  
5782 Camino Ramon Ave, Las Vegas, NV 89156

**RETURN TO/TRUSTEE CONTACT INFO:**

**NEVADA TITLE COMPANY**  
**2500 N. BUFFALO DRIVE NO. 150**  
**LAS VEGAS, NEVADA 89128**  
**(702) 251-5236**

**NOTICE OF BREACH AND ELECTION TO SELL UNDER DEEDS OF TRUST**

FORECLOSURE NO.: 17-04-0101-FCL


NOTICE IS HEREBY GIVEN:

That Nevada Title Company, a Nevada Corporation, is the current Trustee under a Deed of Trust dated May 27, 2014, recorded in Book 20140529, as Document No. 0001342, re-recorded in Book 20170424 as Document No. 0000178; a Deed of Trust dated June 17, 2014, recorded in Book 20140718, as Document No. 0001253, re-recorded in Book 20170424 as Document No. 0000179; a Deed of Trust dated June 17, 2014, recorded in Book 20140724, as Document No. 0001268, re-recorded in Book

JA000704

DATED this 10<sup>th</sup> day of MAY, 2017.

Omni Financial, LLC, a California limited liability company  
By: Cura Financial, LLC, a California limited liability company, its Manager

By:   
~~Martin Boone, Manager~~ OR Chris A. Johnson, Manager

State of \_\_\_\_\_

County of \_\_\_\_\_

}  
} ss.  
}

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

See attached

JA000705

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE**  
**NRS § 107.080(2)(c)**

STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ ) SS:

The affiant, CHRIS A. JOHNSON,  
being first duly sworn upon oath, based on my direct, personal knowledge, or personal knowledge that I acquired by a review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the deed of trust, which business records meet the standards set forth in NRS § 51.135, and under penalty of perjury attests that I am the authorized representative of the beneficiary, of the deed of trust described in the Notice of Breach and Election to Sell Under Deeds of Trust to which this affidavit is attached (the "Deed of Trust").

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS § 107.080(2)(c):

1. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Nevada Title Company  
2500 N. Buffalo Drive, Suite 150  
Las Vegas, NV 89128-7851

The full name and business address of the current holder of the note secured by the Deed of Trust and the current beneficiary of record of the Deed of Trust is:

Omni Financial, LLC  
1260 41st Avenue, Suite O  
Capitola, CA 95010

The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

N/A

2. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, is (i) in actual or constructive possession of the note secured by the Deed of Trust, or (ii) is entitled to enforce the obligation or debt secured by the Deed of Trust.
3. The beneficiary or its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust, or the trustee, or an attorney representing any of those persons, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:
- a. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance of payment, as of the date of the statement;
  - b. The amount in default;
  - c. The principal amount of the obligation or debt secured by the Deed of Trust;

JA000706

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Cruz

On May 10, 2017 before me, Suan Heoh Lim, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Chris A Johnson

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



NO. 2084611  
Exp. Oct. 14, 2018

Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]  
Signature of Notary Public

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Affidavit of Authority to Exercise the power of Sale

Document Date: 5/10/2017

Number of Pages: 2

Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

- ☐ Corporate Officer — Title(s):  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney In Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other:

Signer Is Representing:

Signer's Name:

- ☐ Corporate Officer — Title(s):  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney In Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other:

Signer Is Representing:

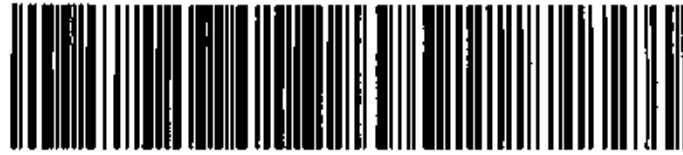
# **EXHIBIT 27**



Nevada Title Company  
2500 N BUFFALO DR STE 150  
LAS VEGAS, NV 89128-7654  
17-04-0101-FCL

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USPS CERTIFIED MAIL



9214 8901 7186 9300 0000 0415 68

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FIRST 100 LLC  
WEIL & DURRANT NEIL B DURRANT  
DONNA DIMAGGIO  
2500 ANTHEM VILLAGE DRIVE  
HENDERSON NV 89052

Return Ref#: 17-04-0101-FCL

JA000709



# Nevada Title Company

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2500 N. Buffalo Drive, Suite 150, Las Vegas, NV 89128-7851 702-251-5236 FAX: 702-938-1900

August 11, 2017

FIRST 100 LLC  
WEIL & DURRANT  
NEIL B. DURRANT  
DONNA DIMAGGIO  
2500 ANTHEM VILLAGE DRIVE  
HENDERSON, NV 89052

Re: Trustee Sale No. 17-04-0101-FCL

We are enclosing herewith a copy of the Notice of the above Trustee's sale, the date of which has been set as September 12, 2017, and will be held at the location set forth in the attached Notice.

Publication will be on August 15, 2017, August 22, 2017 and August 29, 2017.

Sincerely,

Michele Dobar  
Foreclosure Officer

Enclosures

Certified Mail  
Return Receipt Requested

Inet #: 20170815-0000144

Fee: \$30.00

N/C Fee: \$25.00

08/15/2017 08:04:50 AM

Receipt #: 3165182

Requestor:

NEVADA TITLE LAS VEGAS

Recorded By: ANI Pgs: 14

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 124-26-311-029, 161-10-511-072,  
160-22-817-093, 160-22-817-095, 162-16-810-355,  
162-16-810-067, 177-20-813-127, 140-23-217-065,  
124-34-512-057, 163-24-612-588, 163-24-612-639,  
163-24-612-798, 163-24-612-500, 124-17-313-075,  
179-17-611-091, 179-17-611-076, 179-17-611-044,  
138-28-613-007, 138-27-413-052, 163-05-415-200,  
179-31-714-007, 162-11-511-093 and  
140-21-611-018

Return to/Trustee contact info:  
Nevada Title Company  
2500 N. Buffalo Drive, Suite 150  
Las Vegas, NV 89128-7851  
(702)251-5000

### **NOTICE OF TRUSTEE'S SALE**

**TRUSTEE SALE NO 17-04-0101-FCL**

**DATED: August 11, 2017**

On September 12, 2017 at 09:30 AM, Nevada Title Company, as duly appointed or substituted Trustee under and pursuant to Deed of Trust dated May 27, 2014, recorded in Book 20140529, as Document No. 0001342, re-recorded in Book 20170424 as Document No. 0000178; a Deed of Trust dated June 17, 2014, recorded in Book 20140718, as Document No. 0001253, re-recorded in Book 20170424 as Document No. 0000179; a Deed of Trust dated June 17, 2014, recorded in Book 20140724, as Document No. 0001268, re-recorded in Book 20161005, as Document No. 0002290, re-recorded in Book 20170424 as Document No. 0000180; a Deed of Trust dated August 4, 2014, recorded in Book 20140805, as Document No. 0001527, re-recorded in Book 20161005, as Document No. 0002289, re-recorded in Book 20170410, as Document No. 0000702; a Deed of Trust dated August 4, 2014, recorded in Book 20140805, as Document No. 0001529, re-recorded in Book 20161005, as Document No. 0002288, re-recorded in Book 20170424 as Document No. 0000181; a Deed of Trust dated August 4, 2014, recorded in Book 20140826, as Document No. 0001916, re-recorded in Book 20161005, as Document No. 0002287, and as modified or amended, if applicable, in the Office of the County Recorder of CLARK County, Nevada executed by First 100, LLC in favor of Omni Financial, LLC as current beneficiary by reason of now continuing default in the payment or performance of obligations secured by said Deed of Trust, including the Notice of Breach and Election to Sell Under Deed of Trust which was recorded in the Office of the County Recorder of CLARK County, Nevada, by the beneficiary and the undersigned more than three months prior to the date thereof, WILL CAUSE TO BE SOLD AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at the time of sale in lawful money of the United States of America) at the front entrance to Nevada Legal News located at 930 S. Fourth Street, Las Vegas, Nevada, 89101, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as:

**PARCEL 1: APN: 179-17-611-044**

**PARCEL 1:**

AN UNDIVIDED 1/16 INTEREST AS TENANT IN COMMON IN THE COMMON AREA OF PHASE 2 OF AMENDED PLAT OF CABRILLO TERRACE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 52 OF PLATS, PAGE 5 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK

JA000711

COUNTY, NEVADA AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 5, 1991 IN BOOK 910605 AS INSTRUMENT NO. 00740 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THE FOLLOWING:

ALL LIVING UNITS AND EXCLUSIVE USE AREAS AS SHOWN IN PHASE 2 OF CABRILLO TERRACE.

AND RESERVING THEREFROM:

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNED AS EXCLUSIVE USE AREAS AS SHOWN ON CONDOMINIUM PLAT REFERRED TO ABOVE.

AND FURTHER RESERVING THEREFROM:

FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN FUTURE PHASES NON-EXCLUSIVE EASEMENTS, ON, OVER AND ACROSS THE COMMON AREAS AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE THE INGRESS, EGRESS AND RECREATIONAL USE, SUBJECT TO THE TERMS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 10, 1992 IN BOOK 920310 AS DOCUMENT NO. 00314, CLARK COUNTY, NEVADA TO WHICH REFERENCE HEREAFTER MADE.

PARCEL II:  
LIVING UNIT FORTY-FOUR (44) IN BUILDING SIX (6) AS SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE.

PARCEL III:  
THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREA BEING DESCRIBED IN COVENANTS, CONDITIONS, AND RESTRICTIONS REFERRED TO ABOVE AS COVERED PARKING SPACES, PATIOS, AND STAIRCASES (EXCLUSIVE USE AREAS) WHICH ARE APPURTENANT TO AND FOR THE USE OF PARCEL II.

PARCEL IV:  
A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE, ON, OVER, AND UNDER THE COMMON AREAS IN FUTURE PHASES, WHICH EASEMENT IS APPURTENANT TO PARCELS I, II AND III DESCRIBED ABOVE.

**PARCEL 2: APN: 163-05-415-200**

PARCEL I- UNIT:  
LIVING UNIT 1104 IN BUILDING 13 AS SHOWN ON THE FINAL MAP OF CANYON LAKE A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 128 OF PLATS, PAGE 30, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL II – COMMON ELEMENTS:  
1/504TH INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RESIDENCE AT CANYON GATE HOMEOWNERS ASSOCIATION, INC., RECORDED DECEMBER 1, 2005, IN BOOK 20051201 AS DOCUMENT NO. 04300 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL I ABOVE, NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

**PARCEL III – LIMITED COMMON ELEMENTS:**

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS I AND II IN THE DECLARATION.

**PARCEL IV – APPURTENANT EASEMENTS:**

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS I, II AND III ABOVE.

**PARCEL 3: APN: 179-17-611-076**

**PARCEL I:**

AN UNDIVIDED 1/16 INTEREST AS TENANT IN COMMON IN THE COMMON AREA OF PHASE 2 OF AMENDED PLAT OF CABRILLO TERRACE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 52 OF PLATS, PAGE 5 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 5, 1991 IN BOOK 910605 AS INSTRUMENT NO. 00740 OF OFFICIAL RECORDS.

**EXCEPTING THEREFROM THE FOLLOWING:**

ALL LIVING UNITS AND EXCLUSIVE USE AREAS AS SHOWN IN PHASE 2 OF CABRILLO TERRACE.

**AND RESERVING THEREFROM:**

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNED AS EXCLUSIVE USE AREAS AS SHOWN ON CONDOMINIUM PLAT REFERRED TO ABOVE.

**AND FURTHER RESERVING THEREFROM:**

FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN FUTURE PHASES NON-EXCLUSIVE EASEMENTS, ON, OVER AND ACROSS THE COMMON AREAS AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE THE INGRESS, EGRESS AND RECREATIONAL USE, SUBJECT TO THE TERMS AS SET FORTH IN THE DECLARATION OF CONVENTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 10, 1992 IN BOOK 920310 AS DOCUMENT NO. 00314, CLARK COUNTY, NEVADA TO WHICH REFERENCE HEREAFTER MADE.

**PARCEL II:**

LIVING UNIT SEVENTY-SIX (76) IN BUILDING TEN (10) AS SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE.

**PARCEL III:**

THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREA, BEING DESCRIBED IN COVENANTS, CONDITIONS, AND RESTRICTIONS REFERRED TO ABOVE AS COVERED PARKING SPACES, PATIOS, AND STAIRCASES (EXCLUSIVE USE AREAS) WHICH ARE APPURTENANT TO AND FOR THE USE OF PARCEL II.

**PARCEL IV:**

A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE, ON, OVER, AND UNDER THE COMMON AREAS IN FUTURE PHASES. WHICH EASEMENT IS APPURTENANT TO PARCELS

I, II AND III DESCRIBED ABOVE.

**PARCEL 4: APN: 138-27-413-052**

**PARCEL I:**

AN UNDIVIDED 1/46 INTEREST IN COMMON AREA LOT SIX (6) OF THE AMENDED MAP OF THE AMENDED MAP OF SPRING OAKS - 3 - CONDOMINIUM SUBDIVISION. AS SHOWN BY MAP THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 45 AND BY AMENDED MAP THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 93, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA AND BY THOSE CERTAIN CERTIFICATES OF AMENDMENT RECORDED JUNE 29, 1990 IN BOOK 900629 AS INSTRUMENT NO. 01100 AND FEBRUARY 19, 1991 AS DOCUMENT NO. 00462.

EXCEPTING THEREFROM ALL LIVING UNITS SHOWN UPON SAID PLAT AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS RECORDED AUGUST 1, 1990 IN BOOK 900801 OF OFFICIAL RECORDS AS DOCUMENT NO. 00603.

RESERVING THEREFROM FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUM LOCATED ON COMMON AREA LOTS 1, 2, 3 AND 4 AND 5, NON-EXCLUSIVE EASEMENTS OVER AND UNDER THE COMMON ARE OF LOT 2, AS SHOWN ON THE PLATS AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS.

FURTHER EXCEPTING THEREFROM THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS RESTRICTED COMMON AREA ON THE PLAT OF SAID SUBDIVISION.

**PARCEL II:**

LIVING UNIT NO. FIFTY-TWO (52) AS SHOWN ON THE AMENDED MAP OF SPRING OAKS, 3 - CONDOMINIUM SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 45 AND BY AMENDED MAPS THEREOF ON FILE IN BOOK 44 OF PLATS, PAGE 93 AND BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 29, 1990 IN BOOK 900629 OF OFFICIAL RECORDS AS DOCUMENT NO. 01100, AND AS FURTHER AMENDED BY MAP THEREOF ON FILE IN BOOK 47 OF PLATS, PAGE 89, AND AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 19, 1991 IN BOOK 910219 OF OFFICIAL RECORDS AS DOCUMENT NO. 00462, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA AND AS DEFINED IN THE DECLARATION OF RESTRICTIONS.

**PARCEL III:**

THE EXCLUSIVE RIGHT TO USE AND POSSESSION OF THOSE PORTIONS DESIGNATED AS RESTRICTED COMMON AREA WHICH ARE ADJACENT TO PARCEL II ABOVE AND AS SHOWN ON THE PLAT OF SAID SUBDIVISION

**PARCEL IV**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND RECREATIONAL USE ON, OVER AND UNDER THE COMMON AREA OF LOTS 1, 2, 3, 4 AND 5, WHICH EASEMENT IS APPURTENANT TO PARCELS I AND II ABOVE. THIS EASEMENT SHALL BECOME EFFECTIVE UPON RECORDATION OF A DECLARATION OF ANNEXATION DECLARING ANY UNIT IN SAID LOT TO BE SUBJECT TO SAID DECLARATION OF RESTRICTIONS.

**PARCEL 5: APN: 138-28-613-007**

**PARCEL I:**

AN UNDIVIDED 1/52ND FRACTIONAL INTEREST AS TENANT-IN-COMMON IN AND TO AMENDED MAP OF A PORTION OF ROCK SPRINGS VISTA - UNIT 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, ON OCTOBER 16, 1987 IN BOOK 38, PAGE 18 OF PLATS, AS INSTRUMENT NO 00549.

EXCEPTING THEREFROM THE FOLLOWING:

UNITS 101, 102, 201, AND 202 IN BUILDINGS 7, 8, 9, 10, 11, 12 AND 13 OF AMENDED MAP OF A PORTION OF ROCK SPRINGS VISTA-UNIT 2, CONDOMINIUM PLAN RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, ON OCTOBER 16, 1987 AS INSTRUMENT NO. 00549.

AND RESERVING THEREFROM:

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS RESTRICTED COMMON AREA, SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE:

AND FURTHER RESERVING THEREFROM FOR THE BENEFIT OF PHASE I OF SAID PHASE IS REFERRED TO IN THE DECLARATION OF COVENANTS, RESTRICTIONS RECORDED SEPTEMBER 17, 1987 IN BOOK 870917 OF OFFICIAL RECORDS AS INSTRUMENT NO. 00364, NON-EXCLUSIVE EASEMENTS ON, OVER AND UNDER THE COMMON AREA AS DEFINED AND SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE FOR INGRESS, EGRESS, AND RECREATIONAL USE, SUBJECT TO THE TERMS AND AS MORE PARTICULARLY SET FORTH IN THE DECLARATION OF RESTRICTIONS TO WHICH REFERENCE IS HEREAFTER MADE, EXCEPTING FROM THE COMMON AREA ANY RESIDENTIAL BUILDINGS THEREON AND ANY PORTION THEREOF WHICH IS DESIGNATED AS A RESTRICTED COMMON AREA.

PARCEL II:

LIVING UNIT NO. ONE- HUNDRED TWO (102) IN BUILDING EIGHT (8) SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE, AND DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HEREIN REFERRED TO.

PARCEL III:

THE EXCLUSIVE RIGHT TO USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF PARCEL I DESCRIBED ABOVE, AS RESTRICTED COMMON AREAS ON THE CONDOMINIUM PLAN REFERRED TO ABOVE WHICH RIGHT IS APPURTENANT TO PARCELS I AND II ABOVE DESCRIBED.

PARCEL IV:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE COMMON AREA OF PHASE I AS SAID PHASE IS DESCRIBED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS REFERRED TO HEREIN. THE COMMON AREA REFERRED TO HEREIN AS PHASE I AS DESCRIBED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, EXCEPTING THEREFROM ANY RESIDENTIAL BUILDING THEREON AND ANY PORTION THEREOF WHICH MAY BE DESIGNATED AS AN EXCLUSIVE USE AREA

**PARCEL 6: APN: 179-17-611-091**

PARCEL I:

AN UNDIVIDED 1/16 INTEREST AS TENANT IN COMMON IN THE COMMON AREA OF PHASE 2 OF AMENDED PLAT OF CABRILLO TERRACE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 52 OF PLATS, PAGE 5 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 5, 1991 IN BOOK 910605 AS INSTRUMENT NO. 00740 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THE FOLLOWING:

ALL LIVING UNITS AND EXCLUSIVE USE AREAS AS SHOWN IN PHASE 2 OF CABRILLO TERRACE.

AND RESERVING THEREFROM:

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THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNED AS EXCLUSIVE USE AREAS AS SHOWN ON CONDOMINIUM PLAT REFERRED TO ABOVE.

AND FURTHER RESERVING THEREFROM:

FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN FUTURE PHASES NON-EXCLUSIVE EASEMENTS, ON, OVER AND ACROSS THE COMMON AREAS AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE THE INGRESS, EGRESS AND RECREATIONAL USE, SUBJECT TO THE TERMS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 10, 1992 IN BOOK 920310 AS DOCUMENT NO. 00314, CLARK COUNTY, NEVADA TO WHICH REFERENCE HEREAFTER MADE.

PARCEL II:

LIVING UNIT NINETY-ONE (91) IN BUILDING TWELVE (12) AS SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE.

PARCEL III:

THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREA, BEING DESCRIBED IN COVENANTS, CONDITIONS, AND RESTRICTIONS REFERRED TO ABOVE AS COVERED PARKING SPACES, PATIOS, AND STAIRCASES (EXCLUSIVE USE AREAS) WHICH ARE APPURTENANT TO AND FOR THE USE OF PARCEL II.

PARCEL IV:

A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE, ON, OVER, AND UNDER THE COMMON AREAS IN FUTURE PHASES, WHICH EASEMENT IS APPURTENANT TO PARCELS I, II AND III DESCRIBED ABOVE.

**PARCEL 7: APN: 162-16-810-067**

PARCEL I:

UNIT 229 ("UNIT") IN BUILDING 1 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 0001551 IN BOOK 20050601 OFFICIAL RECORDS, CLARK COUNTY NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION")

PARCEL II:

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

PARCEL III:

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

PARCEL IV:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.



**PARCEL 8: APN: 124-34-512-057**

**PARCEL I:**

LOT (57) IN BLOCK (2) OF ANN GOLDFIELD, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 120, OF PLATS, PAGE 47, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERRED HEREIN ABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL I.

**PARCEL 9: APN: 140-23-217-065**

**PARCEL I:**

UNIT 1033 IN BUILDING 5, AS SHOWN ON THE FINAL MAP OF AMENDED PLAT OF MOUNTAINSIDE COMMUNITY SUBDIVISION, FILED IN BOOK 50, OF PLATS, PAGE 29, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER CLARK COUNTY, NEVADA AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AMENDED PLAT OF MOUNTAINSIDE COMMUNITY SUBDIVISION, RECORDED SEPTEMBER 24, 1993 AS INSTRUMENT NO. 01167 IN BOOK 930924, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("MOUNTAINSIDE COMMUNITY SUBDIVISION DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE MOUNTAINSIDE COMMUNITY SUBDIVISION DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE MOUNTAINSIDE COMMUNITY SUBDIVISION DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE MOUNTAINSIDE COMMUNITY SUBDIVISION.

**PARCEL 10: APN: 124-26-311-029**

LOT 29, BLOCK 1 OF JAYCOX UNIT 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE 17, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL 11: APN: 162-16-810-355**

**PARCEL I:**

UNIT 308 ("UNIT") IN BUILDING 3 ("BUILDING") AS SHOWN ON THE FINAL PLAT OF THE MERIDIAN AT HUGHES CENTER, FILED IN BOOK 49 OF PLATS, PAGE 40, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ("PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MERIDIAN AT HUGHES CENTER, RECORDED JUNE 1, 2005 AS INSTRUMENT NO. 0001551 IN BOOK 20050601 OFFICIAL RECORDS, CLARK COUNTY NEVADA ("THE MERIDIAN AT HUGHES CENTER DECLARATION")

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL

COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION.

**PARCEL 12: APN: 161-10-511-072**

LOT 72 IN BLOCK 1 OF SAHARA SUNRISE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 91 OF PLATS, PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER CLARK COUNTY, NEVADA.

**PARCEL 13: APN: 177-20-813-127**

**PARCEL I - UNIT:**

LIVING UNIT (1065) IN BUILDING (17), AS SHOWN ON THE FINAL MAP OF ST. JAMES PLACE, A CONDOMINIUM SUBDIVISION ON FILE IN BOOK 128 OF PLATS, PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

**PARCEL II - COMMON ELEMENTS:**

AN UNDIVIDED 1/180TH INTEREST AS TENANT IN COMMON IN THE COMMON ELEMENTS AS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHGATE CONDOMINIUMS RECORDED JANUARY 10, 2006 IN BOOK 20060110 AS DOCUMENT NO. 03501 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM ALL UNITS AS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM FOR THE BENEFIT OF OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (I) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN AND TO THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

**PARCEL III - LIMITED COMMON ELEMENTS:**

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS DEFINED AND DESCRIBED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS I AND II IN THE DECLARATION.

**PARCEL IV - APPURTENANT EASEMENTS:**

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENT IS APPURTENANT TO PARCELS I, II AND III DESCRIBED ABOVE.

**PARCEL 14: APN: 160-22-817-093**

**PARCEL I:**

UNIT (321) ("UNIT"), AS SHOWN ON THE FINAL AMENDED MAP OF MONTELAGO VILLAGE AT LAKE LAS VEGAS AKA "VIERA CONDOMINIUM", FILED IN BOOK 111 OF PLATS, PAGE 88, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDED, CLARK COUNTY, NEVADA, ("AMENDED PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VIERA CONDOMINIUM, RECORDED AUGUST 1, 2003 AS INSTRUMENT NO. 03418 IN BOOK 20030801, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("VIERA DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL 15: APN: 160-22-817-095**

**PARCEL I:**

UNIT (323) ("UNIT"), AS SHOWN ON THE FINAL AMENDED MAP OF MONTELAGO VILLAGE AT LAKE LAS VEGAS AKA "VIERA CONDOMINIUM", FILED IN BOOK 111 OF PLATS, PAGE 88, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDED, CLARK COUNTY, NEVADA, ("AMENDED PLAT"), AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VIERA CONDOMINIUM, RECORDED AUGUST 1, 2003 AS INSTRUMENT NO. 03418 IN BOOK 20030801, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("VIERA DECLARATION").

**PARCEL II:**

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL III:**

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL IV:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE VIERA DECLARATION.

**PARCEL 16: APN: 124-17-313-075**

LOT 155, BLOCK 3 OF SUN CITY ALIANTE UNIT 4, PHASE 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 112 OF PLATS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL 17: APN: 163-24-612-500**

**PARCEL I:**

UNIT 968 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 18: APN: 163-24-612-588**

**PARCEL I:**

UNIT 1056 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 16 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 19: APN: 163-24-612-639**

**PARCEL I:**

UNIT 1107 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF

N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 20: APN: 163-24-612-798**

**PARCEL I:**

UNIT 1266 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL 21: APN: 179-31-714-007**

**PARCEL I:**

LOT 7 OF FINAL MAP OF HORIZON HEIGHTS PHASE II (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 119 OF PLATS, PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

**PARCEL II:**

AN EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE STREET AND COMMON ELEMENTS AS SHOWN AND DELINEATED ON SAID MAP.

**PARCEL 22: APN: 140-21-611-018**

**PARCEL I:**

LOT SIXTY (60) IN BLOCK TWO (2) OF TIERRA MESA, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 108, OF PLATS, PAGE 24, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL I.

**PARCEL 23: APN: 162-11-511-093**

**PARCEL I:**

LOT (93) IN BLOCK (6) OF VALLEY DEL PARADISO, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE N.R.S. 117.020 RECORDED IN BOOK 29, OF PLATS, PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF VALLEY DEL PARADISO) RECORDED MAY 11, 1983 IN BOOK 1732 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 1691792, AND ANY AMENDMENTS THERETO.

**PARCEL II:**

AN UNDIVIDED ONE NINETY-SIXTH (1/96) FEE SIMPLE INTEREST AS TENANTS IN COMMON IN AND TO THE COMMON AREA SHOWN UPON THE PLAT OF VALLEY DEL PARADISO, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE N.R.S. 117.020 RECORDED IN BOOK 29, OF PLATS, PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF VALLEY DEL PARADISO) RECORDED MAY 11, 1983 IN BOOK 1732 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 1691792, AND ANY AMENDMENTS THERETO.

**PARCEL III:**

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE, DRAINAGE, ENCROACHMENT, SUPPORT, MAINTENANCE, REPAIRS AND FOR ALL PURPOSES AS SHOWN IN THE PLAT AND AS DESCRIBED IN THE DECLARATION.

Commonly known as: 1217 Neva Ranch Ave., North Las Vegas, NV 89031; 6575 Shining Sand Ave., Las Vegas, NV 89142; 30 Strada Di Villaggio Unit 321, Henderson, NV 89011; 30 Strada Di Villaggio Unit 323, Henderson, NV 89011; 230 E. Flamingo Rd. 330, Las Vegas, NV 89169; 210 E. Flamingo Rd. 209, Las Vegas, NV 89169; 2615 W. Gary Ave. 1065, Las Vegas, NV 89123; 6800 E. Lake Mead Blvd 1033, Las Vegas, NV 89156; 5520 Hidden Rainbow St., North Las Vegas, NV 89031; 4921 Indian River Dr. 112, Las Vegas, NV 89103; 5009 Indian River Dr. 155, Las Vegas, NV 89103; 5295 Indian River Dr. 314, Las Vegas, NV 89103; 4400 Sandy River Dr. 16, Las Vegas, NV

89103; 7533 Lintwhite St., North Las Vegas, NV 89084; 601 Cabrillo Cir. Ut 1291, Henderson, NV 89015; 601 Cabrillo Cir. Ut 1076, Henderson, NV 89015; 601 Cabrillo Cir. Ut 644, Henderson, NV 89015; 1204 Observation Dr. Ut 102, Las Vegas, NV 89128; 101 Luna Way Ut 145, Las Vegas, NV 89145; 2200 S. Fort Apache Rd. Ut 1104, Las Vegas, NV 89117; 665 Monument Point St., Henderson, NV 89002; 2080 Karen Ave 93, Las Vegas, NV 89109; 5782 Camino Ramon Ave, Las Vegas, NV 89156

APN: 124-26-311-029, 161-10-511-072, 160-22-817-093, 160-22-817-095, 162-16-810-355, 162-16-810-067, 177-20-813-127, 140-23-217-065, 124-34-512-057, 163-24-612-588, 163-24-612-639, 163-24-612-798, 163-24-612-500, 124-17-313-075, 179-17-611-091, 179-17-611-076, 179-17-611-044, 138-28-613-007, 138-27-413-052, 163-05-415-200, 179-31-714-007, 162-11-511-093 and 140-21-611-018

If a street address or common designation of property is shown, no warranty is given as to its completeness or correctness.

Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the obligations secured by said Deed of Trust, to wit: \$2,300,000.00 with interest, fees, premiums and charges thereon, as provided in said note and related loan documents, advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of Trustee and of the Trusts created by said Deed of Trust.

NEVADA TITLE COMPANY, A NEVADA CORPORATION

By: Michele Dobar  
Michele Dobar, Trustee Sale Officer

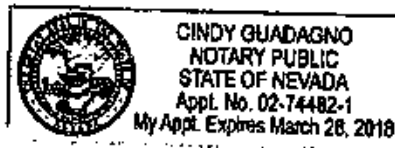
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August 15, 2017, August 22, 2017, August 29, 2017

STATE OF NEVADA  
COUNTY OF CLARK

This instrument was acknowledged before me on August 11, 2017 by Michele Dobar, as Trustee Sale Officer of Nevada Title Company.

Signature Cindy Guadagno  
(Notary Public)

Cindy Guadagno  
No. 02-74482-1  
Exp. March 28, 2018



JA000724



# **EXHIBIT 28**

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*Attorneys for Defendant, Counter-Plaintiff,  
and Third Party Plaintiff Omni Financial LLC*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

FIRST 100, LLC, a Nevada limited liability  
company; 1<sup>st</sup> ONE HUNDRED HOLDINGS,  
LLC, a Nevada limited liability company,

Plaintiffs,  
vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; PRENPOINCIANA, LLC, a  
foreign limited liability company; DOES I  
through X and ROE ENTITIES I through X;

Defendants.

AND ALL RELATED CLAIMS

Case No. 2:16-cv-00099-RFB-(CWH)

Related Case No. 2:16-cv-00109-RFB-CWH  
(Jointly Administered Cases)

**STIPULATION AND ORDER FOR  
ENTRY OF FINAL JUDGMENT**

COME NOW, (1) Plaintiffs and Counter-Defendants First 100, LLC (“First 100”) and 1<sup>st</sup>  
One Hundred Holdings, LLC (“Holdings,” and together with First 100, the “Plaintiffs”), by and  
through their undersigned attorneys, Maier Gutierrez Ayon; (2) Third-Party Defendants Holdings,  
Jay Bloom, Carlos Cardenas, Christopher Morgando, and Matthew Farkas (collectively, the  
“Guarantors”), by and through their undersigned attorneys, Maier Gutierrez Ayon, (3) Defendant,

Counterplaintiff, and Third Party Plaintiff Omni Financial, LLC (“Omni”), by and through its undersigned attorneys, Howard & Howard Attorneys PLLC, (4) Defendants PrenPoinciana, LLC and Prentice Lending II LLC (collectively, “PrenPoinciana”), by and through their undersigned attorneys, Greenberg Traurig, LLP; and (5) Plaintiffs KAL-MOR-USA LLC and GFY Management LLC (in Case No. 2:16-cv-00109) (collectively, “Kal-Mor/GFY”), by and through their undersigned attorneys, Kolesar & Leatham, all of whom stipulate and agree as follows:

### RECITALS

1. On January 15, 2016, First 100 filed a Complaint asserting various claims for relief (the “Claims”) against Omni and PrenPoinciana in the Eighth Judicial District Court in Clark County, Nevada (the “Lawsuit”), seeking an *ex parte* temporary restraining order stopping a foreclosure sale which Omni had previously noticed.

2. Omni removed the Lawsuit to the U.S. District Court for the District of Nevada (the “District Court”) (Notice of Removal, ECF No. 1),<sup>1</sup> where it is known as Case No. 2:16-cv-00099.

3. On February 9, 2016, the Lawsuit was consolidated with a separate action filed by Kal-Mor USA LLC (which had also been removed by Omni and is Case No. 2:16-cv-00109, and which case constitutes part of the defined term, the “Lawsuit”).

4. On June 15, 2016, Defendant Omni filed its Answer to First 100, LLC’s Complaint and Counterclaim and Third-Party Complaint (ECF 99), asserting various counterclaims and third-party claims for relief against the Plaintiffs and Guarantors (the “Counterclaims and Third-Party Claims”).

5. As set forth in extensive detail in the pleadings and papers in the Lawsuit, numerous disputes (collectively, the “Disputes”) have arisen between Plaintiffs, Defendants, and Guarantors regarding, for example:<sup>2</sup>

- (a) First 100’s default on a line of credit loan extended by Omni pursuant to a loan agreement and other transaction documents dated May 27, 2014;

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<sup>1</sup> All references herein to “ECF” numbers are to filings in Case No. 2:16-cv-00099.

<sup>2</sup> This list is not exhaustive.

- (b) the ownership, management, and control of certain homeowner association liens/receivables (“HOA Receivables”) those acquired from the Association of Poinciana Villages (“APV”) and (i) relating to the calendar year 2013 ((the “2013 Receivables”), (ii) relating to the calendar years 2014-2015 (the “2014-2015 Receivables”) and (iii) certain additional properties previously managed by Association Capital Resources, LLC (the “ACR Receivables”);
- (c) the ownership, management, and control of all other HOA Receivables owned all other HOA Receivables owned by First 100 from time to time from the inception of the Omni loan through the date hereof, if and to the extent serviced by the McCabe Firm, including those relating to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve, Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove) (collectively, the “Additional HOA Receivables”);
- (d) the ownership, management, and control of First 100’s other personal property;
- (e) the reasonableness of Omni’s foreclosure sale on May 25, 2016 regarding such HOA Receivables and other personal property; and
- (f) Omni’s first-priority security interest, as beneficiary, under deeds of trust in various real properties previously or currently owned by First 100.

6. After negotiating in good faith, the Parties have reached a settlement agreement dated on or about the date hereof (the “Settlement Agreement”) to fully resolve their Disputes, the Lawsuit, and the Claims, Counterclaims, and Third-Party Claims on the terms set forth below.

### **STIPULATION**

NOW, THEREFORE, the Parties hereby stipulate and agree to the immediate entry of a Stipulated Judgment<sup>3</sup> by the Court fully resolving the Parties’ Disputes, the Lawsuit, and the

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<sup>3</sup> A proposed Stipulated Judgment has been approved in form and content by the Parties and is attached hereto as Exhibit 1.

Claims, Counterclaims, and Third-Party Claims by and among them, upon the following terms and conditions:

***Stipulated Judgment***

1. The Parties agree and consent to a stipulated judgment debt owed by First 100 to Omni in the amount of Four Million Eight Hundred Thousand Dollars (USD \$4,800,000), but which amount could increase by a specific sum if certain conditions subsequent were not met.

***HOA Receivables & Proceeds; Other Property***

2. Omni is, and shall be determined to be, the absolute owner of all right, title, and interest in the 2013 Receivables, the 2014-2015 Receivables, and Additional HOA Receivables, including, without limitation, (a) all future proceeds arising therefrom, (b) all undisbursed proceeds thereof being held by the Parties or any third party (e.g., the McCabe law firm), regardless of how such proceeds may have previously been allocated among the Parties, and (c) any rights or privileges enjoyed by, or benefiting, First 100 with respect to those HOA Receivables, including rights or privileges under any continuing powers of attorney granted by a third party.

3. Omni disclaims any right, title, or interest in the ACR Receivables.

4. The Parties hereby agree and consent to the unfreezing of the HOA Receivables and all proceeds derived therefrom (meaning, for example, all undisbursed proceeds held by the McCabe law firm may be disbursed upon the unilateral instruction(s) of the Party(ies) to whom such proceeds belong).

5. To the extent not already secured in Omni's favor pursuant to the loan documents, First 100 has granted to Omni a lien in all pending lawsuits, administrative actions, arbitrations, and litigation in which First 100 has asserted an affirmative claim, as well as in all unasserted claims that may give rise to such future litigation.

6. Upon full repayment of the stipulated judgment debt, Omni shall return or release to First 100 (i) any and all interest in the 2013 Receivables, the 2014-2015 Receivables, and Additional HOA Receivables; (ii) all remaining liens in First 100's claims and litigation; (iii) four

specific real properties in Nevada, to First 100 or its Affiliate; and (iv) all real property derived from foreclosure actions on any of the HOA Receivables conveyed.

***Dismissal; Jurisdiction; Bonds***

7. The Lawsuit and any and all Disputes, Claims, Counterclaims, and Third-Party Claims are and shall be hereby dismissed with prejudice.

8. Notwithstanding the foregoing, the entry of a final judgment by this Court pursuant to this Stipulation and Order shall not preclude or otherwise impair any claim or defense that may exist or arise between or among the Parties with respect to a breach of the Settlement Agreement.

9. Notwithstanding the foregoing, the Court shall retain jurisdiction (over the Parties, the Lawsuit, the Disputes, Claims, Counterclaims, and Third-Party Claims, and the Settlement Agreement (and alleged breaches thereof)), to hear any further proceedings regarding the same, if necessary or appropriate.

10. Each Party shall each bear responsibility for its own fees and costs incurred in connection with this matter (including, in particular, the Lawsuit).

11. The two monetary bonds deposited with the Clerk of the Court during the Lawsuit, by First 100 (in the amount of \$15,000, deposited on January 21, 2016 (ECF 13-14)) and Omni (in the amount of \$1,000, deposited on June 28, 2016 (ECF 131-32)), shall be immediately released to Omni.

***Settlement Terms***

12. The Parties wish to keep the terms of their Settlement Agreement confidential. This Stipulation and Order is not intended to be an exhaustive summary of the relevant terms of the Settlement Agreement. Any description of a term of the Settlement Agreement in this Stipulation and Order is not intended to amend or modify that term. Any omission of a term of the Settlement Agreement in this Stipulation and Order is not intended to constitute a waiver of that term.

[Signature Page to Stipulation and Order]

Dated: February 14, 2017

Dated: February 14, 2017

**HOWARD & HOWARD ATTORNEYS  
PLLC**

**MAIER GUTIERREZ AYON**

By: /s/ Robert Hernquist  
Robert Hernquist  
Nevada Bar No. 10616  
Mark Gardberg  
Nevada Bar No. 10879  
Wells Fargo Tower, Suite 1000  
3800 Howard Hughes Parkway  
Las Vegas, Nevada 89169-5980

By: /s/ Joseph A. Gutierrez  
Joseph A. Gutierrez  
Nevada Bar No. 9046  
Jason R. Maier, Nevada Bar No. 8557  
8816 Spanish Ridge Avenue  
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*Attorneys for Defendant, Counterplaintiff,  
and Third Party Plaintiff Omni Financial  
LLC*

*Attorneys for (1) Plaintiffs and  
Counterdefendants First 100, LLC and  
1st One Hundred Holdings, LLC and (2)  
Third-Party Defendants 1st One Hundred  
Holdings, LLC, Jay Bloom, Carlos  
Cardenas, Christopher Morgando, and  
Matthew Farkas*

Dated: February 14, 2017

Dated: February 14, 2017

**GREENBERG TRAUIG, LLP**

**KOLESAR & LEATHAM**

By: /s/ Christopher Miltenberger  
Christopher Miltenberger  
Nev. Bar No. 10153  
3773 Howard Hughes Parkway, #400  
Las Vegas, NV 89169

By: /s/ Bart K. Larsen  
Bart K. Larsen  
Nevada Bar No. 08538  
400 South Rampart Blvd., Suite 400  
Las Vegas, Nevada 89145

*Attorneys for Defendants PrenPoinciana,  
LLC and Prentice Lending II LLC*

*Attorneys for Plaintiffs KAL-MOR-USA LLC  
and GFY Management LLC (in Case No.  
2:16-cv-00109)*

**ORDER**

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

**HOWARD & HOWARD ATTORNEYS, PLLC**

3800 Howard Hughes Parkway, Suite 1000  
Las Vegas, Nevada 89169  
(702) 257-1483 FAX: (702) 567-1568

# **EXHIBIT 29**



JOINTLY SUBMITTED

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

\* \* \*

KAL-MOR-USA, LLC, a Nevada limited liability company; GFY MANAGEMENT, LLC, a Nevada limited liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited liability company; PRENPOINCIANA, LLC, a foreign limited liability company; PRENTICE LENDING II, LLC, a foreign limited liability company; DOES I through X; and ROE ENTITIES I through X, inclusive,

Defendants.

AND ALL RELATED CLAIMS

Case No. 2:16-cv-000109-RFB-CWH

Related Case No. 2:16-cv-00099-RFB-CWH

(Jointly Administered Cases)

**STIPULATED JUDGMENT**

Plaintiff Kal-Mor-USA, LLC (“Kal-Mor”) filed its Complaint against Defendants Omni and PrenPoinciana, LLC (“PrenPoinciana”) on January 19, 2016 in the Eighth Judicial District Court in Clark County, Nevada.<sup>1</sup> Defendant Omni Financial, LLC (“Omni”) filed a Petition for Removal [ECF No. 1]<sup>2</sup> in the above-captioned case no. 2:16-cv-00109-RFB-CWH by which Kal-Mor’s Complaint was removed from the Eighth Judicial District Court to the United States District Court for the District of Nevada.

<sup>1</sup> Eighth Judicial District Court, case no. A-16-730447-C.

<sup>2</sup> Unless otherwise stated, all references herein to ECF Nos. shall refer to case no. 2:16-cv-00109-RFB-CWH.

1 On February 9, 2016, this Court entered a Minute Order in Chambers [ECF No. 9]  
 2 reassigning this case to Judge Richard F. Boulware to be jointly administered with case no. 2:16-  
 3 cv-00099-RFB-CWH.

4 On May 31, 2016, Plaintiffs Kal-Mor and GFY Management, LLC ("GFY") filed their  
 5 First Amended Complaint [ECF No. 27] (the "Complaint") in which they asserted various claims  
 6 for relief against Defendants Omni, PrenPoinciana, and Prentice Lending, LLC ("Prentice").<sup>3</sup>  
 7 On July 12, 2016, Defendant Omni filed its Counterclaim [ECF No. 49] (the "Counterclaim") in  
 8 which it asserted various claims for relief against Plaintiffs Kal-Mor and GFY.

9 As set forth in detail in the Complaint and Counterclaim, a dispute exists between  
 10 Plaintiffs Kal-Mor and GFY, on the one hand, and Defendants Omni, PrenPoinciana, and  
 11 Prentice, on the other hand, (collectively, the "Parties") as to, among other things, the following:

12 a. Ownership of certain homeowner association ("HOA") receivables (the  
 13 "2013 Receivables") that accrued during 2013 and were purchased from the Association of  
 14 Poinciana Villages ("APV") by First 100, LLC ("First 100") pursuant to a contract (the "APV  
 15 Contract") dated July 3, 2013;

16 b. Ownership of certain HOA receivables accruing during 2014 and 2015  
 17 (the "2014-2015 Receivables")<sup>4</sup> that were the subject of a first addendum to the APV Contract;  
 18 and

19 c. Ownership of certain HOA receivables (the "ACR Receivables")<sup>5</sup> that  
 20 were the subject of a second addendum to the APV Contract.

21  
 22  
 23  
 24 <sup>3</sup> Plaintiffs later voluntarily dismissed, without prejudice, the second, third, fourth, fifth, sixth, seventh, and eighth  
 claims for relief set forth in their Complaint by stipulation [ECF Nos. 51 and 54].

25 <sup>4</sup> The account numbers that identify the 2013 Receivables and the 2014-2015 Receivables are set forth in the UCC-1  
 26 financing statement filed by GFY in the state of Florida on August 5, 2016 as document no. 201608390754, a copy  
 of which was filed in case no. 2:16-cv-00099-RFB-CWH as ECF No. 182-3, pp. 6-12.

27 <sup>5</sup> The account numbers that identify the ACR Receivables are set forth in the UCC-1 financing statement filed by  
 28 GFY in the state of Florida on August 5, 2016 as document no. 201608394156, a copy of which was filed in case no.  
 2:16-cv-00099-RFB-CWH as ECF No. 182-3, pp. 2-5.

1 Without admitting liability, the Parties waive the entry of findings of fact and conclusions  
2 of law by the Court and voluntarily consent to the entry of this Stipulated Judgment fully  
3 resolving the Complaint and Counterclaim.

4 NOW, THEREFORE, it is accordingly ORDERED, ADJUDGED, and DECREED that:

5 1. Omni is the absolute owner of all right, title, and interest in the 2013 Receivables  
6 and the 2014-2015 Receivables, including, without limitation, (a) all future proceeds arising  
7 therefrom, and (b) all undisbursed proceeds thereof being held by any third party regardless of  
8 how such proceeds may have previously been allocated among the Parties.

9 2. GFY is the absolute owner of all right, title, and interest in the ACR Receivables,  
10 including, without limitation, (a) all future proceeds arising therefrom, and (b) all undisbursed  
11 proceeds thereof being held by any third party regardless of how such proceeds may have  
12 previously been allocated among the Parties.

13 3. Any claim for relief set forth in the Complaint or the Counterclaim that is not  
14 expressly resolved herein is hereby dismissed with prejudice.

15 4. This Stipulated Judgment shall not preclude or otherwise impair any claim or  
16 defense that may exist between the Parties other than those expressly stated in the Complaint or  
17 the Counterclaim.

18 5. The Parties shall each bear responsibility for their own fees and costs incurred in  
19 connection with this action.

20 Dated this 2nd day of January, 2017.

21 IT IS SO ORDERED

22  
23 

24 RICHARD F. BOULWARE, II  
25 United States District Judge  
26  
27  
28

1  
2 Approved as to form and content by:

3  
4 Dated this 1st day of December, 2016.

5 **KOLESAR & LEATHAM**

6  
7 /s/ Bart K. Larsen, Esq.

8 BART K. LARSEN, ESQ.

9 Nevada Bar No. 08538

10 ERIC D. WALTHER, ESQ.

11 Nevada Bar No. 13611

400 South Rampart Blvd., Suite 400

Las Vegas, Nevada 89145

12 *Attorneys for KAL-MOR-USA LLC and*  
13 *GFY Management LLC*

Dated this 1st day of December, 2016.

**HOWARD & HOWARD ATTORNEYS PLLC**

/s/ Robert Hernquist, Esq.

ROBERT HERNQUIST, ESQ.

Nevada Bar No. 10616

MARK GARDBERG, ESQ.

Nevada Bar No. 10879

3800 Howard Hughes Parkway, Suite 1000

Las Vegas, NV 89169

*Attorneys for Defendant*  
*Omni Financial, LLC*

14  
15  
16 DATED this 1st day of December, 2016.

17 **GREENBERG TRAURIG LLP**

18  
19 /s/ Christopher R. Miltenberger

20 Mark E. Ferrario, Esq.

21 Nevada Bar No. 01625

Christopher Miltenberger, Esq.

22 Nevada Bar No. 10153

3773 Howard Hughes Pkwy., Suite 400 North

Las Vegas, Nevada 89169

23 *Attorneys for Defendants PrenPoinciana, LLC*  
24 *and Prentice Lending II, LLC*

# **EXHIBIT 29**

Omni:  Initials:  
First 100/Holdings/Guarantors: 

### SETTLEMENT AND MUTUAL GENERAL RELEASE AGREEMENT

This Settlement and Mutual General Release Agreement ("Agreement") is entered into as of this 16th day of January 2017 (the "Effective Date") by and between Omni Financial, LLC, a California limited liability company ("Omni"), on the one hand, and First 100, LLC ("First 100"), a Nevada limited liability company, 1st One Hundred Holdings, LLC ("Holdings"), and Jay Bloom, Carlos Cardenas, Christopher Morgando, and Matthew Farkas (collectively, and together with Holdings, "Guarantors"), on the other hand, each of which is a "Party" and collectively the "Parties" with respect to the following facts:

#### RECITALS

A. First 100, LLC ("First 100") purchased certain homeowner association liens/receivables ("HOA Receivables") from the Association of Poinciana Villages ("APV") pursuant to a July 2013 contract and two Addenda thereto dated October and December 2015 (collectively, the "APV Contract"). The initial APV Contract provided for First 100's purchase of HOA Receivables for the year 2013 (the "2013 Receivables"), as well as the purchase of future HOA Receivables in return for a promise to pay the additional subsequent price for those future delinquent HOA Receivables. Addendum 1 involved the sale of HOA Receivables for 2014 and 2015 (the "2014-2015 Receivables") and Addendum 2 involved the sale of HOA Receivables for additional properties located within APV (the "ACR Receivables").

B. Omni made available a line to First 100 in the original potential maximum principal amount of Five Million Dollars (USD \$5,000,000.00) against which Omni made an initial actual advance of \$2,550,000.00 the "Omni Loan") pursuant to that certain Loan Agreement dated May 27, 2014, and the addenda and amendments thereto (collectively, the "Omni Loan Documents"), by and among First 100 as Borrower and Omni as the lead participating lender, and evidenced by, among other things, (1) a Promissory Note dated May 27, 2014 by First 100 as obligor and Omni as payee; (2) a Security Agreement dated May 27, 2014 between First 100 as pledgor and Omni as pledgee (the "Security Agreement"), and (3) UCC-1 filings by Omni against First 100 in Nevada and Florida (the "UCC-1s"). Together, the Security Agreement and those UCC-1s expressly encumbered all of First 100's personal property, including all of its rights in HOA Receivables, with Omni being promised and taking a first-priority, senior position against all other First 100 creditors.

C. After the initial Omni Loan disbursement, First 100, with Omni's consent and participation, transferred certain interests in the 2013 Receivables to PrenPoinciana, LLC, a Delaware limited liability company ("PrenPoinciana"), by virtue of (i) a Proceeds Purchase and Sharing Agreement dated February 2, 2015 among Omni, PrenPoinciana, and First 100; and (ii) a Payment Arrangement Agreement dated March 2015 among Omni, PrenPoinciana, and First 100, and McCabe Law Group, P.A. (the "McCabe Firm"). In the first of those two agreements, First 100 expressly gave PrenPoinciana a "second lien security interest in, and lien, claim and encumbrance on, the Poinciana Beneficial Interest and the Company Purchased Poinciana Net Proceeds," which First 100 contends was for the sole purpose of creating a public record of PrenPoinciana's equity interest in that negotiated portion of First 100 future cash flows to be realized, later perfected by a UCC-1 financing statement dated February 18, 2015.

Initials:  
 Omni: *MB*  
 First 100/Holdings/Guarantors: *JLS*

D. On or around April 20, 2015, a PrenPoinciana Affiliate, Prentice Lending II, LLC, a Delaware limited liability company ("Prentice Lending") agreed to lend, and lent, First 100 USD \$150,000.00, net funded in the amount of USD \$126,617.30, pursuant to that certain Secured Short Term Original Issue Discount Promissory Note, as amended by Amendment No. 1 dated on or about May 14, 2015 (the "Prentice Loan"). On May 31, 2016, Omni paid USD \$800,000.00 to PrenPoinciana and Prentice Lending primarily to acquire the PrenPoinciana interests, and secondarily the Prentice Loan, both of which Omni asserts that it did in large part to simplify settlement negotiations with First 100, resulting in this Agreement.

E. On March 17, 2016, First 100 and GFY Management LLC ("GFY") entered into a Proceeds Purchase & Sharing Agreement (the "First 100/GFY PPSA") whereby First 100 agreed, for a purchase price of \$2,000,000.00, to transfer the following HOA portfolios to GFY: (1) the 2014-15 Receivables purchased by First 100 from APV under Addendum 1 to the APV Contract; and (2) the ACR Receivables purchased by First 100 from APV under Addendum 2 to the APV Contract. The First 100/GFY PPSA states, among other things, that (i) First 100 previously "purchased" the 2014-2015 Receivables and the ACR Receivables from APV and (ii) First 100 was to "sell, transfer and re-assign" this right to purchase to GFY, and GFY was to "purchase," under First 100's right, the Poinciana and ACR respective interests in the 2014-2015 Receivables and ACR Receivables. First 100 contends that the term "purchased" referred to an option to acquire the 2014-2015 Receivables and the ACR Receivables from APV, and Omni contends it was the actual purchase of the 2014-2015 Receivables and the ACR Receivables from APV.

F. A dispute has arisen between Omni and First 100 regarding a number of issues, as detailed in the pleadings among the parties, including but not limited to First 100's assertion in Court that after Omni UCC Sales #1, #2 and #3, the Omni debt was satisfied in full, and the amount due to Omni was Zero Dollars (USD \$0.00) (the "First 100 Asserted Actual Debt").

G. The Parties desire to resolve all differences, disputes and disagreements between them relating to all aspects of the Agreements and claims among the parties.

NOW THEREFORE, based on the foregoing, and in consideration of the mutual agreements, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

### TERMS OF AGREEMENT

#### 1. Recitals; Definitions.

(a) The Recitals are true and accurate and are incorporated into this Agreement as an integral part hereof.

(b) Definitions. The following terms have the meanings set forth in the Agreement Sections cross-referenced below:

| Term              | Definition or Section Reference    |
|-------------------|------------------------------------|
| "ACR"             | Association Capital Resources, LLC |
| "ACR Receivables" | Recital A                          |
| "Additional Debt" | Section 9(b)                       |

**Initials:**  
 Omni: *ZAB*  
 First 100/Holdings/Guarantors: *J*

|                                  |  |
|----------------------------------|--|
| "Additional HOA Receivables"     | Section 4(c)(1)  |
| "Affiliate"                      | Section 4(a)(1)  |
| "Agreement"                      | 1 <sup>st</sup> Paragraph  |
| "APV"                            | Recital A  |
| "APV Contract"                   | Recital A  |
| "Business Day"                   | Section 7(d)   |
| "Claims"                         | Section 14(a)  |
| "Deeds of Trust"                 | Deeds of Trust and Mortgages encumbering the parcels of Real Property in the State of Nevada and elsewhere U.S. District Court for the District of Nevada  |
| "District Court"                 | U.S. District Court for the District of Nevada   |
| "Effective Date"                 | 1 <sup>st</sup> Paragraph  |
| "Enforcement Actions"            | Omni letters dated April 8, 2015 and November 2, 2015 claiming First 100 to be in default of the Omni Loan; Omni asserting that it had accelerated that Loan; Omni commencing foreclosure actions which are the subject of this dispute; and Omni's response to the filing of lawsuits related to its claims |
| "First 100"                      | 1 <sup>st</sup> Paragraph  |
| "First 100 Actions and Claims"   | Section 7(a)   |
| "First 100 Asserted Actual Debt" | Recital F  |
| "First 100/GFY PPSA"             | Recital B  |
| "First 100 Parties"              | Section 13   |
| "GFY"                            | Recital E  |
| "Guarantors"                     | 1 <sup>st</sup> Paragraph  |
| "Holdings"                       | 1 <sup>st</sup> Paragraph  |
| "HOA Receivables"                | Recital A  |
| "Indemnitee"                     | Section 14(c)  |
| "Lawsuit"                        | First 100 lawsuit against Omni and PrenPoinciana filed on January 15, 2016, which includes the lawsuit by Kel-Mor and GFY filed against Omni and PrenPoinciana on the same date  |
| "Liabilities"                    | Section 14(a)  |
| "Litigation Liens"               | Section 7(a)   |
| "McCabe Firm"                    | Recital C  |
| "Omni"                           | 1 <sup>st</sup> Paragraph  |
| "Omni Loan"                      | Recital B  |
| "Omni Loan Documents"            | Recital B  |
| "Omni Parties"                   | Section 13   |
| "Parties"                        | 1 <sup>st</sup> Paragraph  |
| "Payment Guaranties"             | Omni May 17, 2014 Loan guarantees made by the Guarantors   |
| "PrenPoinciana"                  | Recital C  |
| "Prentice Lending"               | Recital D  |
| "Prentice Loan"                  | Recital D  |



Initials:  
 Omni: *MB*  
 First 100/Holdings/Guarantors: *JP*

|                                   |   |
|-----------------------------------|---|
| "Real Properties"                 | All parcels for which First 100 was required to record deeds of trust or mortgages under the Omni Loan Documents, which properties are listed in <u>Exhibit A</u>   |
| "Representing Party"              | Section 18(a)   |
| "Re-Transferred Assets"           | Section 11(a)   |
| "Security Agreement"              | Recital B   |
| "Stipulated Judgment"             | Section 15(e)   |
| "Stipulated Judgment Debt"        | Section 3(a)  |
| "Stipulated Judgment Debt Return" | Section 3(b)  |
| "UCC Sale"                        | May 25, 2016 Omni's disputed UCC foreclosure sale, referenced in the Notification of Disposition dated April 1, 2016 and Bill of Sale dated May 26, 2016, pursuant to which Omni claims to have sold First 100's personal property in eight separate lots to itself for credit bids, but which First 100 disputed |
| "UCC-1s"                          | Recital B   |
| "2013 Receivables"                | Recital A   |
| "2014-2015 Receivables"           | Recital A   |

2. **No Admission of Liability.** Nothing in this Agreement is meant to suggest that Omni has any valid claims against First 100 or the Guarantors, or that First 100 has any valid claims against Omni. In this Agreement, each Party denies any wrongdoing, illegal conduct, or liability whatsoever on its part in connection with the Lawsuit or otherwise, whether in contract or tort, and this Agreement shall not be construed as an admission of liability by any Party. Each Party agrees that it is in its best interests to settle these disputes on the terms set forth herein, strictly as a means to (i) settle their disputes regarding the UCC Sale and the default of the Omni Loan; (ii) terminate the Lawsuit as among them; and (iii) avoid further disputes or disagreements among them regarding the UCC Sale and the default of the Omni Loan.

3. **Debt Amounts.**

(a) The Parties agree and consent to a stipulated judgment debt owed to Omni (the "Stipulated Judgment Debt") in the amount of Four Million Eight Hundred Thousand Dollars (USD \$4,800,000).

(b) The Parties acknowledge and agree that the Stipulated Judgment Debt is a settlement figure and does not represent the comprehensive, actual debt owed by First 100 to Omni as of the date hereof, which debt, including as a result of Omni's acquisition of the PrenPoinciana Loan and related interest, currently exceeds Six Million Two Hundred Thousand Dollars (USD \$6,200,000) (notwithstanding First 100's assertion in its pleadings that the actual debt owed is zero dollars (\$0.00) after the completion of Omni Sales #1, #2 and #3, which Sales allegedly fully and completely satisfied any debt to Omni). The Parties hereby agree that in addition to the Stipulated Judgment Debt and Additional Debt, Omni would be paid an additional One Million Two Hundred Thousand Dollars (USD \$1,200,000) (the "Stipulated Judgment Debt Return") under the terms of Sections 11(b)(ii) and/or 13.

Initials:  
Omni: MMB  
First 100/Holdings/Guarantors: JF

(c) For the avoidance of doubt, pursuant to Section 9(b), the Stipulated Judgment Debt shall be deemed automatically increased by the amount of Additional Debt accrued but outstanding from time to time.

4. Relinquishment of Claims to HOA Receivables.

(a) 2013 and 2014-2015 Receivables.

(1) The Parties acknowledge and agree that as a result of the Omni UCC Sales #1 and #2, Omni has absolute ownership and all right, title, and interest in the 2013 Receivables and 2014-2015 Receivables and any and all related proceeds, including (i) future proceeds which may be collected; and (ii) all proceeds collected to date and currently held by (or in the process of being collected by) the McCabe Firm with respect to the 2013 Receivables and 2014-2015 Receivables, regardless of whether such proceeds are currently allocated to Omni or First 100. If (or to the extent) Omni does not already have such absolute ownership and all right, title, and interest in the 2013 Receivables and 2014-2015 Receivables and all related proceeds as a result of the UCC Sales #1 and #2, then First 100 (for itself, Holdings, Guarantors, and its and their Affiliates) hereby irrevocably transfers and assigns such Receivables to Omni. Omni agrees and acknowledges that any and all proceeds received under the 2013, 2014 or 2015 assessments are to be applied to the Stipulated Judgment Debt of First 100. First 100 (for itself, Holdings, Guarantors, and its and their Affiliates) irrevocably relinquishes any and all claims relating to the 2013 Receivables and 2014-2015 Receivables and all related proceeds, as against Omni, in each case for the past, present, and future, and Omni agrees that the amount of the Stipulated Judgment Debt shall be reduced by any and all monies received by Omni under the 2013, 2014 and 2015 Assessments, either directly from lien payoffs, sales proceeds from auctions resulting therein, or from rents or equities realized from real property resulting from each and any lien foreclosure. In this Agreement, "Affiliate" means, for any particular entity, any other entity controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, by contract, or otherwise.

(2) Upon entry of the Stipulated Judgment provided in Section 15(e) herein, First 100 shall direct the McCabe Firm, in the signed writing in the form of Exhibit B hereto, that it (for itself, Holdings, Guarantors, and its and their Affiliates) irrevocably relinquishes all claims relating to the 2013 Receivables and 2014-2015 Receivables and related proceeds, and that all such proceeds shall be immediately re-allocated to Omni without any setoff, deduction, or withholding whatsoever, until such time as the Stipulated Judgment Debt has been satisfied. That letter shall expressly reference (without limitation) the relevant proceeds listed in the McCabe Firm accounting(s) attached in Exhibit C hereto (but that reference shall not mean that other proceeds to be relinquished to Omni hereunder are waived).

(3) All proceeds derived from the 2013 Receivables and 2014-2015 Receivables, be it by lien payoffs to the McCabe Law Firm, sales proceeds from auction, or from rents or equity realized in real property from properties derived from sheriffs sales of the real property collateral for each and every 2013, 2014 and 2015 lien, shall be applied by Omni to the Stipulated Judgment Debt referenced above in Section 3, reducing the amount thereof on a dollar-for-dollar basis.

Omni: MB Initials:  
 First 100/Holdings/Guarantors: JS

(b) ACR Receivables. As noted in the Recitals, Omni contends it took all right, title and interest in the ACR Receivables (and related proceeds) as a result of the Omni non-judicial UCC Sale #3, but subsequently relinquished any such claim to GFY and Kal-Mor via a Lawsuit settlement. To the extent First 100 currently has, or acquires in the future, a "back-end" or similar interest in the ACR Receivables or proceeds thereof, Omni hereby disclaims any absolute ownership and/or right, title, and interest in such First 100 interest or any cash flow derived thereunder.

(c) Other HOA Receivables.

(1) The Parties acknowledge and agree that as a result of the Omni non-judicial UCC Sale #3, Omni has absolute ownership and all right, title, and interest in all other HOA Receivables owned by First 100 from time to time from the inception of the Omni Loan through the date hereof, if and to the extent serviced by the McCabe Firm. Those other HOA Receivables (collectively the "Additional HOA Receivables") include but are not limited to those relating to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve, Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove), including (i) future proceeds which may be collected therefrom; and (ii) any and all proceeds collected to date and currently held by (or in the process of being collected by) the McCabe Firm (or any other servicer) with respect to the Additional HOA Receivables, regardless of whether such proceeds are currently allocated to Omni or First 100 (or any of its Affiliates), and Omni agrees that the amount of the Stipulated Judgment Debt shall be reduced by any and all monies received by Omni under these liens, either directly from lien payoffs, sales proceeds from auctions resulting therein, or from rents or equities realized from real property resulting from each and any lien foreclosure. If (or to the extent) Omni does not already have such absolute ownership and all right, title, and interest in the Additional HOA Receivables and all related proceeds as a result of the UCC Sale, First 100 (for itself, Holdings, Guarantors, and its and their Affiliates) hereby irrevocably transfers and assigns such Receivables to Omni. First 100 (for itself, Holdings and its and their Affiliates) irrevocably relinquishes any and all claims relating to the Additional HOA Receivables and all related proceeds, as against Omni, in each case for the past, present, and future.

(2) On the date hereof, as a condition precedent to closing, First 100 shall provide Omni with all documents in its possession relating to the Additional HOA Receivables that have not already been provided in discovery in the Lawsuit, if any, including any related (i) contracts, agreements, amendments, and instruments, (ii) powers of attorney, (iii) correspondence, (iv) collection history, accountings, claim ledgers, and similar, itemized, detailed HOA Receivable lists. After the date hereof, First 100 shall use reasonable best efforts to ensure that Omni has all information and legal authority necessary to control, manage, exercise rights with regards to, foreclose upon, collect upon, and retain the proceeds of the Additional HOA Receivables.

(3) Upon entry of the Stipulated Judgment provided in Section 15(e) herein, First 100 shall direct the McCabe Firm, in the signed writing in the form of Exhibit B hereto, that First 100 relinquishes all claims relating to the Additional HOA Receivables and related proceeds, and that all such proceeds shall be immediately re-allocated to Omni without any setoff, deduction, or withholding whatsoever.

Initials:  
 Omni: *MB*  
 First 100/Holdings/Guarantors: *[Signature]*

(4) All proceeds derived from the Additional HOA Receivables, be it by lien payoffs to the McCabe Law Firm, sales proceeds from auction, or from rents or equity realized in real property from properties derived from sheriff's sale of the real property collateral for each and every lien herein, shall be applied to the Stipulated Judgment Debt referenced above in Section 3, reducing the amount thereof on a dollar-for-dollar basis.

(5) First 100 (for itself, Holdings, Guarantors, and its and their Affiliates) hereby represents and warrants to Omni that from the inception of the Omni Loan through the date hereof, it has not owned or held, nor currently owns or holds, any interest in any HOA Receivables serviced by the McCabe Firm except for those identified in the Disclosure Schedule attached as Exhibit D hereto. This representation and warranty is true and may not be or become false or misleading in whole or in part without that constituting a material breach hereof. This representation and warranty shall survive the termination or expiration of this Agreement.

5. Relinquishment of All Claims to Cash Held By the McCabe Firm. As discussed above in Section 4, First 100 acknowledges and agrees that as a result of the UCC Sale #4, Omni has absolute ownership and all right, title, and interest in all cash held by the McCabe Firm in trust relating to the servicing of any HOA Receivables (except to the extent such proceeds (i) accrue from time to time to APV and/or the McCabe Firm, pursuant to applicable contract or (ii) accrue to Kal-Mor or GFY with respect to the ACR Receivables only). That includes without limitation any amounts previously or currently being held by the McCabe Firm in trust for Omni, First 100, PrenPoinciana, Kal-Mor, or GFY (except with respect to the ACR Receivables only). Upon entry of the Stipulated Judgment provided in Section 15(e) herein, First 100 shall direct the McCabe Firm, in the signed writing in the form of Exhibit B hereto, that First 100 relinquishes all claims relating to all such proceeds, and that all such proceeds shall be immediately re-allocated to Omni without any setoff, deduction, or withholding whatsoever. All such proceeds shall be applied on a dollar for dollar basis to the reduction of the Stipulated Judgment Debt amount (pursuant to Sections 4(a)(2) and 4(c)(4) herein).

6. Relinquishment of Settlement Funds.

(a) First 100 (i) hereby stipulates and agrees to release to Omni any and all right, title and interest in any settlement funds held by any of First 100's attorneys, worldwide, relating to litigation in which First 100 is a party (including but not limited to any funds currently held by the law firm of Weil & Drage) and (ii) shall direct those attorneys to release said settlement funds to Omni, without any setoffs or deductions, or withholding whatsoever, subject to and except for those specified in Section 7(e) below and subject to the limitation of any remaining outstanding amount of debt owed to Omni. All such proceeds shall be applied dollar for dollar to the Stipulated Judgment Debt referenced above in Section 3, reducing the amount thereof on a dollar-for-dollar basis.

(b) First 100 (for itself, Holdings, Guarantors, and its and their Affiliates) hereby represents and warrants to Omni that other than as listed in Exhibit D, there are no other settlement funds held by any of First 100's attorneys, worldwide, relating to litigation in which First 100 is a party. This representation and warranty is true and may not be or become false or misleading in whole or in part without that constituting a material breach hereof. This representation and warranty shall survive the termination or expiration of this Agreement.



Initials:  
 Omni: MB  
 First 100/Holdings/Guarantors: JS

**7. Stipulated Lien In All First 100 Litigation.**

(a) To the extent not already secured in Omni's favor pursuant to the Loan Documents, First 100 hereby grants to Omni a lien in all pending lawsuits, administrative actions, arbitrations, and litigation in which First 100 has asserted an affirmative claim, as well as in all unasserted claims that may give rise to such future litigation (collectively, the "First 100 Actions and Claims"), including but not limited to those specified in Exhibit E hereto (collectively, the "Litigation Liens") (but not including claims expressly listed in Exhibit D).

(b) First 100 hereby represents and warrants that the Litigation Liens granted to Omni have first priority over any and all other third parties (excepting for any governmental or tax authority), and that no other liens or assignments have been granted, issued or recorded against the First 100 Actions and Claims or are senior to the Litigation Liens.

(c) First 100 consents to any and all measures which Omni may take to attach and/or perfect the Litigation Liens, including but not limited to the recording of amendments to the UCC-1s and further UCC-1 financing statements or related documents.

(d) Omni may execute and file a Notice of Lien in each of the pending lawsuits identified in Section 7(a) above, the form of which is attached hereto as Exhibit E, within five (5) Business Days of full execution of this Agreement, and shall thereafter have the right, but not the duty, to file a similar Notice of Lien in any future lawsuits or filings arising with respect to the relevant lawsuits and unasserted claims. First 100 hereby covenants to give Omni prompt notice (i.e., within three (3) Business Days of filing) of any future lawsuits or similar actions arising out of the First 100 Actions and Claims. In this Agreement, a "Business Day" means a day except for a Saturday, Sunday, or a day when commercial banks in Las Vegas, Nevada and Capitola, California are authorized to close. The parties shall discuss and agree in good faith if such action should be added to Exhibit D or Exhibit E. If Omni chooses not to file a Notice of Lien in a given case, that does not constitute a waiver of Omni's Litigation Lien in such case.

(e) First 100 hereby covenants that within three (3) Business Days from receipt of any and all settlement funds, awards, payments, or any other amounts or consideration received or recovered by First 100 (including but not limited to funds received by First 100's principals, counsel, Affiliates, and/or agents) as a result of any settlement, compromise, preliminary or final resolution of the First 100 Actions and Claims, seventy-five percent (75%) of those funds (in excess of reasonable legal fees and costs) shall be forwarded by First 100 to Omni in the form of a cashier's check, money order, or wire transfer of immediately-available funds, without any setoff or deduction whatsoever, and without distributing all or any portion of such amounts to First 100, its other creditors, or any other third parties. Notwithstanding the foregoing, if any settlement is being consummated through a third-party escrow or title agent, then the payment to Omni shall be done directly through escrow or title, not to First 100 and then forwarded to Omni thereafter. Notwithstanding, the parties agree that no attorney-client relationship will be created by any lien with First 100's attorneys. All such proceeds shall be applied to the Stipulated Judgment Debt referenced above in Section 3, reducing the amount thereof on a dollar-for-dollar basis.

Omni: Initials:

First 100/Holdings/Guarantors: 

(f) First 100 hereby covenants and warrants that it will use its reasonable best efforts to diligently and competently pursue each of the First 100 Actions and Claims to ensure that the Stipulated Judgment Debt is repaid to Omni in full.

(g) Within five (5) days of full execution of this agreement Omni shall file a "Notice of Withdrawal and Release of Claim of Transfer of Interest in All of First 100, LLC's Right Title & Interest in All Choses of Action" in the following matters: *First 100, LLC v. Shinderman et al.*, Case No. A-13-692189; *First 100, LLC v. Great Wash Park LLC et al.*, Case No. A-15-718640; *First 100, LLC v. Joel Just et al.*, Case No. A-14-705993; *First 100, LLC v. Richard Shanks et al.*, Case No. A-15-712626; and *First 100, LLC v. John Lasala*, Case No. 2:14-cv-01460-GMN-(CWH). This shall not affect Omni's right to file a Notice of Lien in those actions pursuant to Section 7(d).

(h) First 100 shall provide Omni with a reasonable opportunity to review and assess all potential settlements before agreeing to any partial or full resolution of any of the First 100 Actions and Claims. First 100 shall provide Omni with copies of all settlement offers and/or settlement agreements exchanged between parties in any of the lawsuits and unasserted claims, within two (2) calendar days of First 100's receipt of said proposed settlement agreements, for Omni's approval (which will not unreasonably be withheld), and shall also inform Omni of its incurred fees and costs (in the form of legal invoices, redacted solely to protect privileged communications between First 100 and its counsel). Should First 100 decide in its sole discretion not to pursue an action, it may make such determination and has no affirmative duty to Omni with respect thereto.

(i) Other than the Litigation Liens, Omni shall hold no interest, title or right in any of the First 100 Actions and Claims and shall not bear any responsibility for any costs, fees or liabilities that may arise with respect thereto (including without limitation attorneys' fees, filing fees, and witness/expert fees). Unless cross-sued or compulsorily joined by a third party, Omni shall not be a party to any claims, shall not provide any input or advice regarding litigation strategies, and shall not discuss said litigation with anyone other than its counsel and other advisors. Other than any filings that may be reasonable to protect or enforce its rights in the Litigation Liens, Omni shall not participate in any way in the prosecution of any such claims.

(j) Any disputes between the Parties regarding a proposed settlement shall be resolved by arbitration in Las Vegas, Nevada before one arbitrator, and the arbitration shall be administered by JAMS within fourteen days of submission and electronic service of Omni's complaint (or as soon thereafter, in the event JAMS does not have any available mediators until after fourteen days). The arbitration shall not provide for discovery (except limited discovery in favor of Omni if First 100 failed to provide Omni with the additional information referenced in Section 7(h) hereof). The arbitration shall not provide for appeal. The Party seeking arbitration shall initially bear the initial arbitration filing fees, but the prevailing party in any such arbitration shall be entitled to recovery of its reasonable costs and legal fees. This arbitration provision shall only apply to disputes between First 100 and Omni regarding the reasonableness of a potential settlement, and shall not be interpreted to enjoin Omni from seeking relief from any Court to protect or enforce its rights in

Initials:  
 Omni:   *AB*    
 First 100/Holdings/Guarantors:   *JP*  

the Litigation Liens in relation to third parties, nor its other rights and remedies with respect to this Agreement.

### 8. Real Properties.

(a) Transfer of Real Property from First 100 to Omni or Omni affiliate. Within five (5) business days of the execution of this Settlement Agreement, First 100 shall execute and deliver to Omni a quitclaim deed transferring all of its right, title, and interest in the four specific Real Properties identified in Exhibit A as still being owned by First 100. The quitclaim deeds shall be to an Omni Affiliate designated by Omni. Omni would place these properties with property management and these properties would be treated under the same terms and conditions as other properties taken back from foreclosure of HOA Receivables (e.g., Omni has a right but not the obligation to advance) as outlined in Section 4 above. The deeds shall be held by Omni's Affiliate and deemed delivered irrespective of recording by Omni. Omni will proceed with the management and evaluation as to whether or not quiet title action and/or foreclosure action is required and prudent in order to clear title. All costs relating to any such transfer, including fees for preparation of documents, recording costs and transfer taxes, are to be solely born by Omni or its Affiliate.

(b) Quiet Title and Other Actions. On and after the Effective Date, with respect to all Real Properties for which no quitclaim deeds have been provided, First 100 may continue pursuing and exercising all appropriate First 100 Actions and Claims arising with including appropriate lawsuits to quiet title, defend title, eliminate other encumbrances and liens, and recover rents and other sums due from tenants and occupants. With respect to all Real Properties for which such quitclaim deeds are recorded, with effect from such recording, First 100 shall have sole and absolute discretion in the determination as to whether it will pursue a quiet title or wrongful foreclosure action with respect to each property. Should First 100 deem a property not worthy of a quiet title or wrongful foreclosure action, Omni or its Affiliate shall have the right to pursue the same at its own expense, such expense not subject to chargeback to First 100, but which expense will be treated as an Advance.

(c) Documents. On the date hereof, as a condition precedent to closing, First 100 shall provide Omni with all documents in its possession relating to the four Real Properties for which quitclaim deeds were provided, including any related (i) leases, subleases, licenses, contracts, agreements, amendments, and instruments; (ii) past and current contracts with property management companies; (iii) correspondence; (iv) repair and maintenance records; and (v) collection history, accountings, claim ledgers, and similar information regarding the rents and other revenues from those Properties. After the date hereof, First 100 shall use reasonable best efforts to ensure that Omni has all information and legal authority necessary to control, manage, exercise rights with regards to, collect upon, and retain the proceeds from those Properties.

(d) Management; Control; Rents. With respect to all four Real Properties for which quitclaim deeds were provided, Omni shall have sole management rights and control over those Properties, regardless of whether or not it records the quitclaim deeds. Neither First 100 nor any of its Affiliates shall directly or indirectly interfere in Omni's management of those Properties (e.g., no communications to or with the Omni's property manager(s)). Omni's management services shall be provided in a commercially reasonable manner (measured in accordance with evada's "business judgment rule", and further measured by the standard described in Section

Omni: Initials:First 100/Holdings/Guarantors: JP

9(c)). All rents and other proceeds from the four Real Properties shall be collected by Omni and allocated:

- (i) first, to the satisfaction of any and all costs, fees, and expenses attributable to the management, repair, upkeep, and servicing of the four Real Properties (including without limitation property management fees, repair/maintenance costs, HOA dues, property taxes, utility charges, and quiet title, wrongful foreclosure, or similar actions). For the purposes of this Section 8(d), such costs, fees, and expenses include Omni's arrearages with respect to its temporary management of certain other Real Properties following the February 2, 2016 Court hearing; and
- (ii) second, regarding the remaining (i.e., net) proceeds, to the Stipulated Judgment Debt referenced above in Section 3, reducing the amount thereof on a dollar-for-dollar basis.

If First 100 or its Affiliates is in possession of any such rents or other proceeds from the four Real Properties on the Effective Date or takes possession thereafter, it shall immediately (within three (3) Business Days) give notice of the same to Omni and remit all such rents and other proceeds directly to Omni. If necessary, First 100 shall countersign a notice from Omni to the current occupants of those Properties, advising them to direct all future rents and other revenues directly to Omni's designated property-management company.

(c) Representation. First 100 (for itself, Holdings, Guarantors, and its and their Affiliates) hereby represents and warrants to Omni that in transferring the Real Properties (other than the four Real Properties to which it still retains title) to third parties, Omni provided all of those third parties, prior to closing the transfer transaction, with actual notice of the existence of Omni's first-priority security interest in those Real Properties. This representation and warranty is true and may not be or become false or misleading in whole or in part without that constituting a material breach hereof. This representation and warranty shall survive the termination or expiration of this Agreement.

#### 9. Omni's Management and Collection of HOA Receivables.

(a) Collections Efforts. Omni shall pursue collections of the 2013 Receivables, 2014-2015 Receivables and Additional HOA Receivables through the McCabe Firm (or a similarly qualified attorney, at Omni's discretion) in a commercially reasonable manner (measured in accordance with Nevada's "business judgment rule", and further measured by the standard described in Section 9(c)).

(b) Omni Advances. Omni shall have the right, but not the obligation, to advance additional funds that may be required to:

- (i) retain attorneys, initiate foreclosures, bid at foreclosure sales, manage and repair properties to which Omni has taken title, satisfy rival liens, collect rents, enforce settlements, and/or to otherwise pursue such collections, all at Omni's sole and absolute discretion; and
- (ii) preserve and increase the collections from any and all foreclosed-upon properties (if the rents therefrom are insufficient to cover such expenditures), including without limitation outlays on improvements, repairs, property management fees, and HOA or other



Omni: Initials:  
First 100/Holdings/Guarantors: JS

lien/creditor payoffs. This shall extend to the four Real Properties which are the subject of Section 8 above.

Any and all such funds advanced by Omni (collectively, as it may change from time to time, the "Additional Debt") shall be (i) treated as debt which forms a part of, and which increases (on a dollar-for-dollar basis), the Stipulated Judgment Debt and (ii) shall be the first portion of such Stipulated Judgment Debt which is satisfied from the proceeds identified in Section 4(a)(3) and 4(c)(4) herein.

(c) Management Standard. The Parties agree that (i) the management of the portfolio of liens is proper and adequate as long as the liens are serviced by the McCabe Firm or another licensed firm generally active in lien collections in Florida, and (ii) the management of any properties foreclosed upon is proper and adequate as long as placed with a licensed property management company in the relevant area to manage the properties until they are sold. Omni owes no fiduciary duty to First 100 (or its Affiliates) in relation to the 2013 Receivables, 2014-2015 Receivables, Additional HOA Receivables, and the real properties relating to the same. First 100 shall not assert any claim against Omni (or its principals or Affiliates) for any alleged fiduciary breaches or other mismanagement, absent clear and convincing evidence of gross negligence, willful misconduct and/or fraud by Omni. This standard would also be applied to the First 100 Parties when relevant assets are transferred pursuant to Section 11.

(d) First 100 Covenants. Neither First 100 nor any of its Affiliates shall directly or indirectly (i) bid at any such foreclosure sales unless it first obtains Omni's prior, written consent; nor (ii) interfere in Omni's management of the HOA Receivables or the underlying real properties.

(e) Reporting. Omni shall instruct (i) the McCabe Firm (and/or Omni's other counsel handling the 2013 Receivables, 2014-2015 Receivables and/or Additional HOA Receivables), and (ii) Omni's property manager(s) with respect to post-foreclosure properties, to copy all reports which they prepare for Omni directly to First 100. Omni shall be responsible to provide quarterly accountings of monies received as relates to the liens herein, or any real property resultant therefrom, as well as the application of such funds to the reduction of the Stipulation Judgment Amount, and additional moneys that Omni wishes to add to the Stipulated Judgment Debt and the end-of-quarter, adjusted Stipulated Judgment Debt balance. Notwithstanding, all other accountings are to be provided by the duly designated collection attorney(s) or property management company(ies).

#### 10. Omni's Security Interest.

(a) Retention; Amendment. Except as set forth in the following sentences, Omni neither waives nor relinquishes its existing, first-priority security interest in all of First 100's current and future assets as security for any Debt, and the subordinate security interest originally granted to PrenPoinciana. Effective as of the Effective Date, Omni hereby agrees to forbear any collection actions under those security interests not agreed to be transferred hereunder, so long as First 100 is not in breach of this Agreement. Omni hereby (i) terminates, waives, and relinquishes its security interest, if any, in First 100's interest in the ACR Receivables and First 100's Office Equipment; and (ii) shall, within five (5) Business Days of the Effective Date, file a UCC-3 termination to the UCC-1s reflecting the same. The UCC-3 termination shall terminate the prior Omni's security interests in those two assets only.

Initials:  
 Omni:             
 First 100/Holdings/Guarantors:           

(b) No Merger. The Parties' express intention is that the common-law doctrine of merger not be applicable, directly or indirectly, in whole or in part, to the assets to which it has taken title pursuant to this Agreement (if applicable), including the four real properties referenced in Section 8(a).

11. Return of Assets to First 100.

(a) If and when Omni has received in immediately available funds an amount equal to the Stipulated Judgment Debt (plus any Additional Debt) from the proceeds attributable to:

- (i) the 2013 Receivables, 2014-2015 Receivables and Additional HOA Receivables (pursuant to Sections 4(a)(3) and 4(c)(4));
- (ii) any real estate acquired (be it rents collected or equity realized) from the foreclosure of those HOA Receivable portfolios;
- (iii) the settlements received from litigation as provided in Section 7(e) above; and
- (iv) the four specific Real Properties identified in Exhibit A as still being owned by First 100 (and which are the subject of Section 8(a) above);

then, within thirty (30) days of such date, and provided that First 100 is not then in breach of this Agreement, Omni shall:

- (1) quitclaim to First 100 (or its Affiliate, pursuant to First 100's instructions) all of its right, title, and interest in the remaining 2013 Receivables, 2014-2015 Receivables and Additional HOA Receivables, real estate acquired from the foreclosure of those HOA Receivable portfolios, and litigation referenced in Section 7 above;
- (2) release all remaining Litigation Liens in the First 100 Actions and Claims;
- (3) cease any claim or recovery of the seventy-five percent (75%) of settlement funds described in Section 7(e); and
- (4) quitclaim all of its right, title, and interest in the relevant four Real Properties to First 100 (or its Affiliate, pursuant to First 100's instructions);

(such HOA Receivable portfolios, the First 100 Actions and Claims, the settlement proceeds, and the four Real Properties, collectively, the "**Re-Transferred Assets**").

(b) Once Omni has been paid in full the Stipulated Judgment Debt (plus any Additional Debt) and First 100 (and/or its Affiliate(s)) is in ownership of the Re-Transferred Assets:

- (i) the Parties will execute a written proceeds agreement with all third party legal counsel and management companies or agencies managing the properties, to carry out the distribution of proceeds as provided in this Section 11(b); and
- (ii) First 100 and/or its Affiliate(s) shall direct the relevant legal counsel and management companies or agencies to pay Omni fifty percent (50%) of all proceeds from the Re-Transferred Assets until Omni has been paid the full

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

OMNI FINANCIAL, LLC, a foreign limited  
liability company Appellant,

vs.

KAL-MOR-USA, LLC, a Nevada limited  
liability company;

Respondent.

**No.: 82028**

Eighth Judicial District Court  
Case No: A-17-757061-C  
(Honorable Richard Scotti)

**JOINT APPENDIX  
Volume IV  
(JA000751 – JA001000)**

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| NOTICE OF NON-OPPOSITION TO<br>MOTION TO CERTIFY PURSUANT TO<br>NRCP 54(B)  | 7.20.2020  | VII      | JA001723 -<br>001725 |
| OPPOSITION TO MOTION TO<br>CERTIFY ORDER PURSUANT TO<br>NRCP 54(B)  | 6/10/2019  | VI       | JA001407 -<br>001410 |
| OPPOSITION TO MOTION TO DISMISS<br>OR ALTERNATIVELY MOTION FOR<br>SUMMARY JUDGMENT FILED BY<br>FIRST 100, LLC         | 9/17/2019  | VI - VII | JA001471 -<br>001543 |

|  |           |         |                   |
|--|-----------|---------|-------------------|
| OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT  | 8/15/2018 | IV - VI | JA000785 - 001280 |
| OPPOSITION (LIMITED) TO MOTION FOR PARTIAL SUMMARY JUDGMENT FILED BY FIRST 100, LLC  | 6/30/2020 | VII     | JA001688 - 001691 |
| OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT FILED BY OMNI FINANCIAL, LLC   | 6/30/2020 | VII     | JA001692 - 001707 |
| OPPOSITION TO MOTION FOR RECONSIDERATION FILED BY KAL-MOR-USA  | 11/9/2018 | VI      | JA001356 - 001370 |
| OPPOSITION (LIMITED) OF FIRST 100, LLC TO RENEWED MOTION TO CERTIFY PARTIAL SUMMARY JUDGMENT AS FINAL PURSUANT TO NRCP 54(B) | 7/14/2020 | VII     | JA001719 - 001722 |
| ORDER DENYING MOTION TO INTERVENE  | 5/1/2019  | VI      | JA001394 - 001397 |
| ORDER DENYING MOTION FOR RECONSIDERATION   | 4/19/2019 | VI      | JA001387 - 001393 |
| ORDER GRANTING MOTION TO CERTIFY ORDER PURSUANT TO RULE 54(B)  | 9/30/2020 | VII     | JA001726 - 001729 |
| ORDER OF REMAND FROM FEDERAL COURT   | 7/12/2018 | III     | JA000560 - 000565 |
| ORDER SETTING STATUS CHECK   | 7/15/2019 | VI      | JA001419 - 001420 |
| ORDER SETTING STATUS CHECK   | 4/23/2020 | VII     | JA001614 - 001615 |

|  |            |     |                      |
|--|------------|-----|----------------------|
| ORDER TO STATISTICALLY CLOSE<br>CASE   | 9/26/2017  | III | JA000558 -<br>000559 |
| RENEWED MOTION TO CERTIFY<br>ORDER PURSUANT TO NRCP 54(B)  | 6/30/2020  | VII | JA001708 -<br>001718 |
| REPLY IN SUPPORT OF MOTION TO<br>CERTIFY PURSUANT TO NRCP 54(B)  | 6/21/2019  | VI  | JA001411 -<br>001417 |
| REPLY IN SUPPORT OF MOTION TO<br>DISMISS OR IN THE ALTERNATIVE<br>MOTION FOR SUMMARY JUDGMENT<br>FILED BY FIRST 100, LLC | 10/7/2019  | VII | JA001544 -<br>001556 |
| REPLY IN SUPPORT OF MOTION FOR<br>PARTIAL SUMMARY JUDGMENT   | 8/22/2018  | VI  | JA001281 -<br>001303 |
| REPLY IN SUPPORT OF MOTION FOR<br>RECONSIDERATION FILED BY OMNI<br>FINANCIAL   | 11/27/2018 | VI  | JA001371 -<br>001384 |
| SUMMONS ISSUED TO FIRST 100, LLC   | 6/19/2017  | I   | JA000025 -<br>000026 |
| SUMMONS ISSUED TO OMNI<br>FINANCIAL, LLC   | 6/19/2017  | I   | JA000027 -<br>000028 |
| TRANSCRIPT FROM HEARING RE:<br>KAL-MOR-USA'S MOTION FOR<br>PARTIAL SUMMARY JUDGEMENT                                     | 8/27/2018  | VII | JA001740 -<br>001783 |
| TRANSCRIPT FROM HEARING ON<br>MOTION RE: MOTION FOR<br>RECONSIDERATION OF PARTIAL<br>SUMMARY JUDGMENT                    | 3/20/2019  | VII | JA001784 -<br>001812 |



Dated this 8<sup>th</sup> day of April 2021.

**HOWARD & HOWARD ATTORNEYS PLLC**

By: /s/ Brian J. Pezzillo

BRIAN J. PEZZILLO, ESQ.

Nevada Bar No. 007136

ROBERT HERNQUIST, ESQ.

Nevada Bar No. 010616

3800 Howard Hughes Pkwy., Ste. 1000

Las Vegas, Nevada 89169

*Attorneys for Appellant Omni Financial, LLC*

## **CERTIFICATE OF SERVICE**

I hereby certify that on the 8<sup>th</sup> day of April, 2021, a true and correct copy of the foregoing **JOINT APPENDIX (Volume IV)** was served by the following method(s):

**XXX BY ELECTRONIC MEANS:** by electronically filing and serving with the court's vendor pursuant to NRAP 14(f).

/s/ Anya Ruiz

---

An employee of Howard & Howard Attorneys PLLC

## **SERVICE LIST**

Bart K. Larsen, Esq.  
SHEA & LARSEN  
1731 Village Center Circle, Suite 150  
Las Vegas, NV 89134  
*Attorneys for Kal-Mor-USA, LLC*

Danielle J. Barraza, Esq.  
MAIER GUTIERREZ & ASSOCIATES  
8816 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for First 100, LLC*

Omni: MG Initials:  
 First 100 Holdings/Guarantors: JS

amount of the Stipulated Judgment Debt and Stipulated Judgment Debt Return. Thereafter, Omni shall receive five percent (5%) of such proceeds until the Re-Transferred Assets have been liquidated in full; provided, however, that Omni shall have no entitlement to that five percent (5%) with respect to the proceeds from the four specific Real Properties.

Other than the written proceeds agreement contemplated above for the distributing of funds, First 100 and its Affiliate(s) would have the same management conditions and requirements over the Re-Transferred Assets as Omni had under Section 9 (including, for example, a duty to forward onward all reports from the legal counsel and management companies or agencies).

12. **Office Equipment.** Omni hereby releases the assets under its non-judicial foreclosure sale #5. In the event such sale is not recognized as void, Omni hereby quit claims all of its right, title, and interest to First 100's office equipment, furniture, and similar assets acquired in lot #5 of the UCC Sale. The Parties agree that as of the Effective Date, Omni is not and has never been in possession of any of that property.

13. **Omni Loan Guarantees.** Omni hereby releases the Payment Guaranties provided by Jay Bloom, Carlos Cardenas, Christopher Morgando, and Matthew Farkus (but not, for the avoidance of doubt, the Payment Guaranty provided by Holdings); provided, however, that as a condition subsequent to such release, First 100 shall not commit a material breach of this Agreement in the form of (1) any one of First 100, its Affiliates, or its or their owners, members, stockholders, partners, managers, directors, officers, employees, professionals, attorneys, advisors, agents, or family members of the same (the "First 100 Parties") directly or indirectly bringing a suit or proceeding of any kind against Omni, its Affiliates (including without limitation Orbis, Genesis, and Firmus), or its or their owners, members, stockholders, partners, managers, directors, officers, employees, professionals, attorneys, advisors, agents, or family members of the same (the "Omni Parties") (except with respect to Section 15(d) or Omni's failure to turn over the Retransferred Assets once the Stipulated Judgment Debt is paid, as provided in Section 11(a) above; or (2) a First 100 Party not tendering payments first received by First 100 wherein such payments received are due Omni or directing the relevant third party to make a payment due under Section 7(c) hereunder. In either such event, First 100 and the Guarantors shall be jointly and severally liable as to (i) any and all amounts still due to Omni under the Stipulated Judgment Debt and Stipulated Judgment Debt Return (including the Additional Debt) (and not just the Stipulated Judgment Debt), and (ii) all damages resulting from that breach. As a condition precedent to the release herein, each of the Guarantors must execute and deliver this Agreement to Omni.

14. **Mutual Indemnification.**

(a) **Indemnity.** To the maximum extent permitted by applicable Law, (i) First 100, Holdings, and the Guarantors jointly and severally acknowledge and agree that each of them is solely responsible for, and hereby agrees to indemnify, defend, protect, and hold harmless, the Omni Parties, and (ii) Omni acknowledges and agrees that it is solely responsible for, and hereby agrees to indemnify, defend, protect, and hold harmless First 100, Holdings, and the Guarantors, from and against,

any and all liabilities, losses, promises, obligations, agreements, compensation, damages, accounts, liens, fines, assessments, indebtedness, costs, charges, or other expenses, including, but not limited to, reasonable attorneys' fees and costs, including, but not limited to any claims that may be brought by Prentice Lending or PrenPoincena or their respective positions, and whether of

Omni: MB Initials:  
 First 100/Holdings/Guarantors: JS

any kind or nature, liquidated or unliquidated, suspected or unsuspected, or fixed or contingent (collectively, "Liabilities") and claims, controversies, causes of action, lawsuits, choses in action, arbitrations, administrative actions or proceedings, judgments, orders, and remedies (collectively, "Claims") arising out of, with respect to, or relating to:

- (i) any claim by a third party with respect to the acts or omissions of the indemnifying Party (regardless of whether or not the indemnifying Party is at fault), including without limitation any Liabilities or Claims by or from: (A) the indemnifying Party's creditors; (B) any governmental or tax authority; (C) the indemnifying Party's counsel, professionals, advisors, and property managers; (D) GFY and Kal-Mor; (E) any homeowner association (including APV); (F) any purported assignee, delegatee, or transferee of any assets or claims which are the subject of this Agreement; and/or (G) any owner, occupant, or other Deed of Trust beneficiary or lienholder in or of a Real Property (including without limitation regarding title, priority as among liens, rents, the assignment of rents, outstanding HOA obligations, utility obligations, property defects, and the habitability/condition of the Real Property);
- (ii) the indemnifying Party's breach of this Agreement (including any breach of a representation or warranty); and/or
- (iii) the indemnifying Party's fraud or willful misconduct.

(b) Cumulative Remedies. This right to indemnification shall be in addition to and cumulative with any other rights in law or equity that a Party may have against another Party pursuant to the terms of this Agreement or applicable law.

(c) Procedure. All indemnity provisions in this Agreement are governed by the following procedures. Promptly after becoming aware of a claim as to which indemnity may be sought, the party seeking indemnification (the "Indemnitee") will notify the indemnifying party(ies) of such claim. The Indemnitee's failure or delay in providing the notice will not relieve the indemnifying party of its obligations (except to the extent that the indemnifying party is materially prejudiced). Unless the indemnifying party notifies the Indemnitee that the indemnifying party will assume the defense or settlement of such claim (such notice to be given no event later than five (5) Business Days following notice to the indemnifying party), the Indemnitee will have the exclusive right to defend, settle, or pay such claim. If the indemnifying party assumes the defense of a third-party claim, such assumption will conclusively establish that the claims made in the third-party claim are subject to indemnification. The Indemnitee will not be liable to the indemnifying party for any legal or other expense incurred by the indemnifying party in connection with the defense or settlement undertaken by the indemnifying party. If the indemnifying party assumes the defense or settlement, the indemnifying party will not agree to any settlement, compromise or discharge of a third-party claim without the Indemnitee's prior written consent (not to be unreasonably withheld if the resolution is solely for monetary losses fully covered by the indemnity). If the indemnifying party has assumed the defense or settlement of such claim, the Indemnitee will have the right to employ its own counsel, at its own expense. If (i) the Indemnitee concludes that there are specific defenses available to it that are different from

Omni: Initials:First 100/Holdings/Guarantors: JB

or additional to those available to the indemnifying party or such claim may have a material adverse effect upon the Indemnitee as to matters beyond the scope of indemnification; (ii) a court rules that the indemnifying party has failed or is failing to prosecute or defend such claim; or (iii) the claim seeks damages other than monetary damages, then the Indemnitee has the right to direct the defense of such claim at the indemnifying party's expense. In any event, the defending party will (A) settle or defend such claim with reasonable diligence; (B) cooperate with the other Parties in the investigation and analysis of such claim or proceeding; (C) afford the other Parties reasonable access to such relevant information as it has in its possession (subject to reasonable restrictions to preserve any privilege); and (D) keep the other Parties reasonably informed about such claim and any related proceedings.

15. General Releases; Lawsuit Dismissals.

(a) Omni Release. Except for the rights and obligations of the Parties under this Agreement, and effective immediately upon the exchange of fully executed counterparts of this Agreement (and fulfillment of all condition precedents hereto), Omni hereby unconditionally relieves, releases, acquits and forever discharges First 100, Holdings, and the Guarantors of and from any and all Liabilities and Claims arising out of, concerning, or in any manner relating to, the 2013 Receivables, 2014-2015 Receivables, ACR Receivables, proceeds relating to the same, the Parties' prior settlement efforts and negotiations, and Enforcement Actions undertaken by Omni with respect to the Omni Loan (including without limitation the UCC Sale and exercise of the assignment of rents).

(b) First 100, Holdings and Guarantors' Release. Except for the rights and obligations of the Parties under this Agreement, and effective immediately upon the exchange of fully executed counterparts of this Agreement (and fulfillment of all condition precedents hereto), each of First 100, Holdings, and the Guarantors, acting jointly and severally, hereby unconditionally relieves, releases, acquits and forever discharges the Omni Parties of and from any and all Liabilities and Claims arising out of, concerning, or in any manner relating solely to, the 2013 Receivables, 2014-2015 Receivables, ACR Receivables, proceeds relating to the same, the Parties' prior settlement efforts and negotiations, and Enforcement Actions undertaken by Omni with respect to the Omni Loan (including without limitation the UCC Sale and exercise of the assignment of rents).

(c) Lawsuits. It is a condition subsequent to the releases set forth in Sections 15(a) and (b) that the other Parties shall not commit a material breach of the same by directly or indirectly bringing an action or asserting a Claim which has been released hereunder. If Omni, on the one hand, or a First 100 Party, on the other hand, should commence any such action or assert such Claim against the other, then that shall render null and void the release granted above with respect to the non-commencing Party or Parties, which may then bring counterclaims and cross-claims, commence an action, or assert its own Claims as against the other Parties.

(d) Intent. It is the intention of the Parties under this Section 15 that under no circumstances will any Party commence any action or assert any claim as against any other party (and in the express case of Omni, the Omni Parties such as Martin Boone or Genesis), other than with respect to (i) the enforcement of the terms of this Settlement Agreement, or (ii) for fraud, gross negligence or willful misconduct as discussed herein.

Initials:

Omni: *MA*  
First 100/Holdings/Guarantors: *JH*

(e) **Stipulated Judgment.** On the Effective Date, the Parties' counsel shall deliver executed originals of the Stipulated Judgment attached as Exhibit G hereto (the "Stipulated Judgment"). Pursuant to FRCP 54, the Parties shall cause the Stipulated Judgment to be filed within three (3) District Court days after the Effective Date. The Stipulated Judgment shall, *inter alia*, include findings allocating the 2013 Receivables, 2014-2015 Receivables and Additional Receivables and related proceeds as well as the release of the ACR Receivables and Office Equipment as provided herein and shall serve as a final judgment between Omni, First 100, Holdings, and all Guarantors as to all claims asserted in the Lawsuit. The Stipulated Judgment shall also provide for Judge Boulware to retain sole jurisdiction to consider alleged claims regarding the breach of this Agreement.

(f) **Dismissal of Genesis Lawsuit.** Within five (five) calendar days of the full execution of this Agreement, First 100 shall file a Notice of Dismissal with Prejudice pursuant to NRCF 41(a) dismissing, with prejudice, Case No. A-16-746672-C, styled as *First 100 LLC v. Martin Boone et al.*

16. **Severability.** If any provision of this Agreement is found to be invalid or otherwise unenforceable, such provision (or portion thereof) shall be deemed deleted from this Agreement, while all other terms and conditions will remain in full force and effect and continue to bind the Parties. In lieu of the invalid or unenforceable provision (or portion thereof), the Parties (or Court, if necessary) shall add to the Agreement a provision that is (i) valid, not void, and enforceable and (ii) as similar (in effecting the Parties' intentions) to such invalid or unenforceable provision as may be possible.

17. **Governing Law; Venue; Waiver; Fees.**

(a) **Governing Law.** This Agreement and its interpretation, enforcement, and/or any matters arising out of, related to, or in any way connected with this Agreement shall be governed by the substantive laws of the State of Nevada, excluding that body of law relating to conflicts or choice of laws.

(b) **Venue; Waiver.** The exclusive venue for any disputes and disagreements arising from and/or otherwise relating to this Agreement shall be the courts of competent jurisdiction in the State of Nevada, Clark County, with the Parties first attempting to bring such disputes in the District Court (Judge Boulware, presiding), and only bringing the same in another court if the District Court cannot exercise jurisdiction. With respect to any such litigation, the Parties hereby knowingly, voluntarily, and intentionally, after consultation with legal counsel, waive their respective rights to a jury trial.

(c) **Fees.** The Parties have each agreed to pay their own respective attorneys' fees and costs that have been incurred during or in connection with the Omni foreclosure action, this Lawsuit and the negotiation and preparation of this Agreement; provided, however, that in the event of any breach of this Agreement, the prevailing Party in any litigation or arbitration brought in connection with such breach shall be entitled to its reasonable attorneys' fees and costs. The term "prevailing party" for the purposes of this Section shall mean the Party which prevailed on



Initials:

Omni: *MB*First 100/Holdings/Guarantors: *JS*

the main issue or issues (and thus can include a Party who has successfully defended itself against any claim that has been asserted against such Party).

**18. Representations, Warranties, and Covenants.**

(a) Mutual Representations, Warranties, and Covenants. Each Party (the "Representing Party") represents, warrants, and covenants to the other Parties as of the Effective Date as follows:

(1) *Authorization; Execution; Enforceability.* The Representing Party: (i) has full power and authority to enter into this Agreement and perform its obligations hereunder; and (ii) has taken all necessary action to authorize the execution, delivery and performance of this Agreement (and the person(s) signing on behalf of the Representing Party hereby represent and warrant such due authorization). Upon full execution, this Agreement shall constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms (except as modified by insolvency laws, and subject to principles of equity).

(2) *No Conflict.* The execution, delivery and performance of this Agreement will not violate or conflict with (i) the Representing Party organizational / charter documents; (ii) any provision of applicable law governing the Representing Party or the transactions contemplated herein; (iii) any provision or term of the Representing Party's permits, licenses, or other governmental accreditations; (iv) any other contract or agreement to which the Representing Party is a party; or (v) any judgment or order of any court. The Representing Party does not need the consent or approval of any non-Party to this Agreement to execute, deliver, and perform this Agreement. The Representing Party is not a party to any pending or threatened lawsuit, action, arbitration, proceeding, inquiry, or investigation which could reasonably be expected to prevent or delay the consummation of the Representing Party's obligations set forth herein or frustrate the other Parties' objectives herein.

(3) *Legal Advice.* The Representing Party has received or had the full opportunity to receive independent legal advice from attorneys of its choice with respect to this Agreement, and is knowingly and voluntarily entering into this Agreement, intending to be legally bound by all of the provisions hereof.

(4) *No Other Representations.* The Representing Party acknowledges that (i) no person, agent or attorney has made any promises, representations or warranties whatsoever, express or implied, that are not contained herein, to induce the Representing Party's execution of this Agreement, and (ii) this instrument has not been executed in reliance on any such promise, representation, warranty or agreement not contained herein.

(5) *No Prior Assignments.* The Representing Party has not assigned, transferred, or purported to assign or transfer (i) any of the Liabilities or Claims that are being released pursuant to this Agreement, or (ii) any property or assets which are the subject of this Agreement (except for the March 2016 assignments to Kal-Mor discussed in the Recitals); nor will the Representing Party purport to assign or transfer any of the same after the Effective Date. The parties agree that neither party shall voluntarily file bankruptcy within one year of the Effective Date. (6) *Notification.* The Representing Party shall immediately (and in no event later than 48 hours) deliver notice to the other Parties if it commits a breach of this Agreement.

*Initials:*  
 Omni: *MB*  
 First 100 Holdings/Guarantors: *J*

(b) First 100's Representations, Warranties, and Special Covenants. First 100 represents, warrants, and covenants to Omni as of the Effective Date:

(1) First 100 Transfers. Except as listed in Exhibit D hereto, since the making of the Omni Loan on May 27, 2014, neither First 100 nor any of its Affiliates has transferred, gifted, or sold to any third party, at any time, whether directly or indirectly, whether made and then returned, any property or assets of any kind, regardless of value (as long as in excess of USD \$1,000), other than the purported transfer of the 2014-2015 Receivables and ACR Receivables to Kal-Mor and/or GFY pursuant to the First 100/GFY PPSA.

(2) Sworn Asset Statements. Except as listed in Exhibit D hereto, the sworn asset statements (with amounts) provided by First 100 and 1<sup>st</sup> One Hundred Holdings as the Guarantor to the Court on or around February 1, 2016, and the sworn asset statements (with valuations) submitted to the Court on July 20, 2016 (as ECF 157-4), all of which are attached hereto as Exhibit H, were true, accurate, and complete in all material respects, and did not omit any material properties or assets of any kind. For the purposes of this Section 18(b)(2) only, a "material" misstatement, error, or omission would be one (i) in excess of USD \$50,000 or (ii) involving First 100's gross negligence, fraud, or intentional misconduct.

(3) HOA Receivable Proceeds. Except as listed in Exhibit D hereto, (i) no First 100 Party has collected, nor is any First 100 Party currently in possession of, the proceeds of collection actions on the 2013 Receivables, 2014-2015 Receivables, and/or Additional HOA Receivables (other than proceeds held in trust for the same by McCabe, but which are being relinquished to Omni hereunder), and (ii) no third party (other than McCabe) is in possession of any such proceeds.

(4) No Undisclosed Back-end Interests. Except as listed in Exhibit D hereto, no First 100 Party has any direct or indirect interest in any assets or property which are the subject of this Agreement, including without limitation in the 2013 Receivables, 2014-2015 Receivables, Additional HOA Receivables, ACR Receivables, First 100 Actions and Claims, or Real Properties.

19. Notices. Any notices by any Party required or desired hereunder shall be in writing and be validly made only if (i) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, (ii) made by Federal Express or similar courier keeping records of deliveries and attempted deliveries, or (iii) when successfully served by facsimile or email, if also served in accordance with (i) or (ii) above. Service by mail or courier shall be conclusively made on the earlier of the first Business Day delivery is attempted or upon receipt. Facsimile and email transmissions received during business hours during a Business Day shall be deemed made on such Business Day, and received at any other time shall be deemed received on the next Business Day. Any notice or demand shall be addressed as follows:

*To an Omni Party:*  
 Omni Financial LLC  
 Attention: M. Boone  
 1260 41<sup>st</sup> Ave Suite O  
 Capitola, CA 95010  
 Fax: (831) 462-1618  
 Email: martin@shermanandboone.com

*To a First 100 Party:*  
 First 100, LLC  
 Attention: J. Bloom  
 2485 Village View Drive, Suite #190  
 Henderson, NV 89074  
 Fax: (702) 629-7925  
 Email: Jbloom@f100llc.com



Initials:  
Omni: *ZAB*  
First 100/Holdings/Guarantors: *JE*

with a mandatory copy to:

Howard & Howard Attorneys  
Attention: R. Hernquist & M. Gardberg  
3800 Howard Hughes Pkwy, 10<sup>th</sup> Floor  
Las Vegas, NV 89169  
Fax: (702) 667-4842  
Email: [rwh@h2law.com](mailto:rwh@h2law.com), [mg@h2law.com](mailto:mg@h2law.com)

A Party may change its address for notices by a written notice given in the manner above, which notice of change of address shall not become effective against another Party, however, until actual receipt by such Party.

20. Miscellaneous.

(a) Agreement Not to Be Construed Against Drafter. This Agreement shall not be construed in favor of or against any of the Parties hereto, regardless of which Party initially drafted or subsequently edited any portion of it. This Agreement has been reviewed and revised by counsel for each Party, and the terms and conditions hereof were determined through arms-length negotiations by the Parties.

(b) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and shall supersede and replace all promises, representations, covenants, warranties, guaranties and agreements that occurred prior to the date hereof (including without limitation any term sheets, letters of intent, issue lists, or related emails among the Parties' principals, none of which was or is legally valid, binding, or enforceable).

(c) Modification Only In Writing; No Waiver. This Agreement may only be modified by a writing signed in ink by both Parties. No waiver of any term or condition of this Agreement shall be effective unless in writing and signed in ink by the Party sought to be charged with such waiver.

(d) Further Assurances. The Parties agree to do any commercially reasonable act or thing and execute any and all commercially reasonable documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement, at its own reasonable cost and expense.

(e) Cumulative Remedies. The rights and remedies of the Parties are cumulative and not alternative, except as otherwise expressly provided for herein.

(f) Successors and Assigns; No Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors and assigns. Except as expressly set forth herein, (i) nothing in this Agreement shall be construed to give any person/entity (e.g., GFY, Kal-Mor, or APV) other than the Parties (and their permitted successors and assigns) any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, and (ii) this Agreement is for the sole and exclusive benefit of the Parties (and their permitted successors and assigns, as well as the principals and agents thereof if expressly referenced herein).

Initials:

Omni: *MB*

First 100 Holdings/Guarantors: *J*

(g) Survival. Any provision herein which should, given its purpose and content, reasonably survive the expiration or termination of this Agreement, including without limitation all indemnities and representations and warranties, shall survive for a reasonable period of time (and not less than six (6) years from the expiration or termination date).

(h) Headings. The headings of the Sections and subsections of this Agreement are for convenience of reference only and shall not be of any effect in construing the meanings of any Section or provision of this Agreement.

(i) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. An emailed or facsimile signature of a signed Agreement shall constitute an original. This Agreement shall not be binding upon any Party until signed by all Parties where indicated below. Notwithstanding the foregoing, the Parties desire to exchange original, hard-copy signatures hereto.

*[The remainder of this page is blank and the signature page follows.]*


Initials:  
Omni: MB  
First 100 Holdings/Guarantors: JB


[Signature Page to Settlement Agreement]

**Omni Financial, LLC,**  
a California limited liability company

**First 100, LLC,**  
a Nevada limited liability company


By: **SJC Ventures Holding Company LLC,**  
a AN limited liability company, its  
Manager

By:   
Name: Martin Boone  
Title: Manager  
Date: January 16, 2017

By:   
Name: Jay Bloom  
Title: Manager  
Date: January 17, 2017

**1st One Hundred Holdings LLC,**  
a Nevada limited liability company

**Jay Bloom,**  
a Nevada resident

By:   
Name: Jay Bloom  
Title: Manager  
Date: January 17, 2017

By:   
Date: January 17, 2017


**Chris Morgando,**  
a Nevada resident

**Matthew Farkas,**  
a Nevada resident

By:   
Date: January 12, 2017

By:   
Date: January 12, 2017

**Carlos Cardenas,**  
a Nevada resident

By:   
Date: January 17, 2017

Initials:  
Omni: *MB*

First 100/Holdings/Guarantors: *MB*

**EXHIBIT A**  
**Real Properties**  
**(Recital D)**

**DEEDS OF TRUST RECORDED; CURRENTLY OWNED BY 1ST 100**

|   |  |           |                |
|---|--|-----------|----------------|
| 1 | 30 Strada Di Villaggio #321, Henderson, NV | Clark, NV | 160-22-817-093 |
| 2 | 30 Strada Di Villaggio #323, Henderson, NV | Clark, NV | 160-22-817-095 |
| 3 | 2080 Karen Ave. #93, Las Vegas, NV         | Clark, NV | 162-11-511-093 |
| 4 | 601 Cabrillo Cir Unit #1291, Henderson, NV | Clark, NV | 179-17-611-091 |

**SOLD TO 3RD PARTIES**

|    |   |            |                |
|----|---|------------|----------------|
| 5  | 1217 Neva Ranch Avenue, North Las Vegas                       | Clark, NV  | 124-26-311-029 |
| 6  | 101 Luna Way #145, Las Vegas, NV                              | Clark, NV  | 138-27-413-052 |
| 7  | 7708 Himalayas Ave, Unit 204, Las Vegas (Settled Quiet Title) | Clark, NV  | 138-28-513-128 |
| 8  | 1204 Observation Dr. #102, Las Vegas                          | Clark, NV  | 138-28-613-007 |
| 9  | 220 Mission Newport Ln, #201, Las Vegas (Settled Quiet Title) | Clark, NV  | 138-36-515-301 |
| 10 | 5782 Camino Ramon Ave., Las Vegas, NV                         | Clark, NV  | 140-21-611-018 |
| 11 | 230 E. Flamingo Road #330, Las Vegas, NV                      | Clark, NV  | 162-16-810-355 |
| 12 | 4400 Sandy River Dr. #16, Las Vegas, NV                       | Clark, NV  | 163-24-612-500 |
| 13 | 4921 Indian River Dr. #112, Las Vegas, NV                     | Clark, NV  | 163-24-612-588 |
| 14 | 5009 Indian River Dr. #155, Las Vegas, NV                     | Clark, NV  | 163-24-612-639 |
| 15 | 5295 Indian River Dr. #314, Las Vegas, NV                     | Clark, NV  | 163-24-612-798 |
| 16 | 2615 W. Gary Avenue #1065, Las Vegas, NV                      | Clark, NV  | 177-20-813-127 |
| 17 | 2200 Fort Apache Rd #1104, Las Vegas NV                       | Clark, NV  | 163-05-415-200 |
| 18 | 601 Cabrillo Cir Unit #644, Henderson, NV                     | Clark, NV  | 179-17-611-044 |
| 19 | 601 Cabrillo Cir Unit #1076, Henderson, NV                    | Clark, NV  | 179-17-611-076 |
| 20 | 6800 E. Lake Mead #1033, Las Vegas, NV                        | Clark      | 140-23-217-065 |
| 21 | 6575 Shining Sand Avenue, Las Vegas, NV                       | Clark      | 161-10-511-072 |
| 22 | 5520 Hidden Rainbow Street, North Las Vegas, NV               | Clark      | 124-34-512-057 |
| 23 | 17745 Sapphire Canyon Court, Reno, NV                         | Washoe, NV | 56611012       |
| 25 | 665 Monument Point Street, Henderson NV                       | Clark, NV  | 179-31-714-007 |

**DEEDS OF TRUST NOT RECORDED**

|    |   |                |                         |
|----|---|----------------|-------------------------|
| 26 | 210 E. Flamingo Road #229, Las Vegas, NV    | Clark, NV      | 162-16-810-067          |
| 27 | 7920 Los Robles Court, Jacksonville, FL     | Duval          | 148521-0846             |
| 28 | 2205 Windy Drive, Garland, TX               | Dallas, TX     | 264457-00010-150000     |
| 29 | 9707 Richmond Ave. #92, Houston, TX         | Harris, TX     | 114-240-080-004         |
| 30 | 3149 Oak Brook Lane, Eustis, FL             | Lake, FL       | 07-19-27-095000007900   |
| 31 | 2143 E Wildhorse Drive, Chandler, AZ        | Maricopa, AZ   | 303-30-360              |
| 32 | 10878 NW 78th Terrace, Doral, FL            | Miami-Dade, FL | 35-3007-008-2100        |
| 33 | 1211 Celebration Ave., #101, Kissimmee, FL+ | Osceola, FL    | 18-25-28-5084-0001-1010 |
| 34 | 7533 Lintwhite Street, North Las Vegas NV   | Clark, NV      | 124-17-313-075          |

(Exhibits)

JA000760

Initials:  
Omni: *MB*  
First 100/Holdings/Guarantors: *[Signature]*

**EXHIBIT B**

**Omni and First 100's  
Letter of Instruction to the McCabe Firm  
(Sections 4(a)(2), 4(c)(3), 5)**

Omni Financial, LLC  
1260 41<sup>st</sup> Ave Suite O  
Capitola, CA 95010

First 100, LLC  
2485 Village View Drive, Suite #190  
Henderson, NV 89074

January 16, 2017

**URGENT**

BY EMAIL ([mccabe@jaxlandlaw.com](mailto:mccabe@jaxlandlaw.com)) AND FAX ((904) 396-0088)

Michael McCabe, Esq.  
McCabe Law Group  
1400 Prudential Drive, Suite 3  
Jacksonville, Florida 32207

re: *Settlement of Litigation: Allocation of All Proceeds from the 2013 Receivables,  
2014-2015 Receivables, and Additional HOA Receivables*

Dear Mr. McCabe:

As you know, Omni Financial, LLC, a California limited liability company ("Omni"), and First 100, LLC, a Nevada limited liability company ("First 100"), as well as various other persons and entities, are parties to litigation in the U.S. District Court, District of Nevada, under Case No. 2:16-cv-00099-RFB-(CWH). Pursuant to a Settlement and Mutual General Release Agreement dated on or about the date of this letter (the "Settlement Agreement"), the parties to that lawsuit have settled the disputes among them.

In the Settlement Agreement, the parties agreed, among other things, that First 100, "(for itself, Holdings, Guarantors, and its and their Affiliates) irrevocably relinquishes all claims relating to the 2013 Receivables and 2014-2015 Receivables and related proceeds, and that all such proceeds shall be immediately re-allocated to Omni without any setoff, deduction, or withholding whatsoever...." Similarly, First 100 relinquished "all other HOA Receivables owned by First 100 from time to time from the inception of the Omni Loan through the date hereof, if and to the extent serviced by the McCabe Firm. Those other HOA Receivables (collectively the "Additional HOA Receivables") include but are not limited to those relating to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve, Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove), including (i) future proceeds which may be collected therefrom; and (ii) any and all proceeds collected to date and currently held by (or in the process of being collected by) the McCabe Firm (or any other servicer) with respect to the Additional HOA Receivables, regardless of whether such proceeds are currently allocated to Omni or First 100 (or any of its Affiliates)."

(Exhibits)

JA000761

Initials:

Omni: MD  
First 100/Holdings/Guarantors: JP

Further to that point, in the Settlement Agreement, First 100 acknowledged and agreed "that as a result of the UCC Sale #4, Omni has absolute ownership and all right, title, and interest in all ~~cash~~ held by the McCabe Firm in trust relating to the servicing of any HOA Receivables (except to the extent such proceeds (i) accrue from time to time to APV and/or the McCabe Firm, pursuant to applicable contract or (ii) accrue to Kal-Mor or GFY with respect to the ACR Receivables only). That includes without limitation any amounts previously or currently being held by the McCabe Firm in trust for Omni, First 100, PrenPoinciana, Kal-Mor, or GFY (except with respect to the ACR Receivables only)....First 100 relinquishes all claims relating to all such proceeds, and that all such proceeds shall be immediately re-allocated to Omni without any setoff, deduction, or withholding whatsoever."

In other words, all proceeds relating to the 2013 Receivables, 2014-2015 Receivables, and Additional HOA Receivables should be allocated to Omni. (That list does not include the ACR Receivables. Omni disclaims any interest in or claim to the ACR Receivables. Any allocation of proceeds for that portfolio should be addressed to parties other than Omni.)

This Settlement Agreement further contemplates that upon notice to your office by Omni and First 100 of satisfaction of the Stipulated Judgment Debt having been received by Omni, including those provided by your firm, all rights title and interest in any remaining lien portfolios shall revert back to First 100, with a shared allocation of proceeds to Omni and First 100. The parties expressly acknowledge that there are other sources of monies satisfying the Stipulated Judgment amount and that the entirety of the Stipulated Judgement Debt need not come from payments issued by your office.

Given the foregoing, First 100 confirms that, until such time as you are provided notice of satisfaction of the Stipulated Judgment Debt, you no longer need its consent or approval to disburse trust funds to Omni. In the near future, Omni will give you unilateral instructions regarding disbursement and you may rely upon those in full. Notwithstanding, notice is to be provided to First 100 of any and all such distributions, and any and all reports issued by your office are to be copied directly to First 100.

If you have any questions or comments, please direct them to counsel for both Omni and First 100. Thank you for your time and understanding.

Sincerely,

**Omni Financial, LLC,**  
a California limited liability company

**First 100, LLC,**  
a Nevada limited liability company

By: **SJC Ventures Holding Company LLC,**  
a ~~DE~~ limited liability company, its  
Manager

By: Martin Boone  
Name: Martin Boone  
Title: Manager

By: Sy Blum  
Name: Sy Blum  
Title: Manager

(Exhibits)

JA000762

Omni: Initials: *MB*  
First 100/Holdings/Guarantors: *JS*

**EXHIBIT C**  
**McCabe Firm Accountings**  
**(Section 4(a)(2))**

*[See attached.]*

(Exhibits)

JA000763



| Letter Date  | Total             | MLG               | First 100   | APV              | GFY              | Omni              | Prop Poin        | HO Refund     | X Check           |             |
|--------------|-------------------|-------------------|-------------|------------------|------------------|-------------------|------------------|---------------|-------------------|-------------|
| 12/22/2015   | 22,707.70         | 2,054.36          | 0.00        | 0.00             | 3,426.00         | 11,197.77         | 6,029.57         |               | 22,707.70         | 0.00        |
| 12/29/2015   | 29,295.85         | 3,779.30          | 0.00        | 0.00             | 4,536.00         | 13,617.88         | 7,332.89         | 0.00          | 29,295.85         | 0.00        |
| 1/12/2016    | 61,942.91         | 12,110.40         | 0.00        | 0.00             | 9,828.00         | 25,597.81         | 13,783.46        | 623.24        | 61,942.91         | 0.00        |
| 2/2/2016     | 119,187.84        | 74,350.43         | 0.00        | 1,260.00         | 15,120.00        | 16,497.32         | 9,990.00         | 0.00          | 119,187.84        | 0.00        |
| 1/19-2/2/16  | 72,356.78         | 11,044.86         | 0.00        | 4,788.00         | 11,844.00        | 29,041.85         | 15,837.97        | 0.00          | 72,356.78         | 0.00        |
| 2/9-3/1/16   | 117,589.85        | 22,268.07         | 0.00        | 8,316.00         | 18,848.00        | 44,328.17         | 23,887.96        | 83.45         | 117,589.85        | 0.00        |
| <b>Total</b> | <b>422,970.73</b> | <b>125,607.42</b> | <b>0.00</b> | <b>14,364.00</b> | <b>63,602.00</b> | <b>162,271.88</b> | <b>78,511.74</b> | <b>706.69</b> | <b>422,970.73</b> | <b>0.00</b> |

| Trust Fund Rpt Dates | Total             | MLG               | First 100   | APV              | GFY               | Omni              | Prop Poin         | HO Refund     | X Check           |
|----------------------|-------------------|-------------------|-------------|------------------|-------------------|-------------------|-------------------|---------------|-------------------|
| 03/08-4/12/16        | 209,038.50        | 66,204.39         | 0.00        | 14,112.00        | 32,903.00         | 62,282.41         | 33,536.70         |               | 209,038.50        |
| 4/18-6/18/16         | 158,644.41        | 63,975.14         | 0.00        | 10,592.00        | 21,824.00         | 40,107.13         | 21,588.14         | 450.00        | 158,644.41        |
| 6/17-8/30/16         | \$ 245,343.32     | 47,573.53         | 0.00        | 14,364.00        | 27,972.00         | 180,967.00        | 54,388.79         |               | 245,343.32        |
| 7/1/2016-7/31/16     | 109,074.77        | 21,877.90         | 0.00        | 5,292.00         | 12,348.00         | 46,148.58         | 24,308.69         |               | 109,074.77        |
| 8/1/16-8/31/16       | 101,373.04        | 53,706.91         | 0.00        | 6,796.60         | 12,348.00         | 19,190.98         | 10,333.46         |               | 101,373.04        |
| 9/1/16-9/30/16       | 97,860.98         | 21,726.34         | 0.00        | 6,048.76         | 10,838.00         | 38,478.68         | 20,718.28         | 52.88         | 97,860.98         |
| <b>Total</b>         | <b>821,334.42</b> | <b>275,284.31</b> | <b>0.00</b> | <b>46,204.16</b> | <b>116,325.00</b> | <b>385,172.40</b> | <b>184,982.05</b> | <b>962.80</b> | <b>821,334.42</b> |

|                                      | Total               | MLG               | First 100   | APV              | GFY               | Omni              | Prop Poin         |                 |                     |
|--------------------------------------|---------------------|-------------------|-------------|------------------|-------------------|-------------------|-------------------|-----------------|---------------------|
| <b>Grand Total</b>                   | <b>1,344,305.15</b> | <b>400,871.63</b> | <b>0.00</b> | <b>70,568.10</b> | <b>181,731.00</b> | <b>448,461.94</b> | <b>241,473.79</b> | <b>1,209.29</b> | <b>1,344,305.15</b> |
| Less Distributions                   | (325,438.38)        | (325,438.38)      |             |                  |                   |                   |                   |                 |                     |
| <b>Total Cash to Disperse</b>        | <b>1,018,866.77</b> |                   |             |                  |                   |                   |                   |                 |                     |
| Bank Balance                         | 1,202,884.12        |                   |             |                  |                   |                   |                   |                 |                     |
| Difference                           | 274,117.35          |                   |             |                  |                   |                   |                   |                 |                     |
| Lies on payment plan - Not on report |                     |                   |             |                  |                   |                   |                   |                 |                     |
| checks cut and paid                  |                     |                   |             |                  |                   |                   |                   |                 |                     |



Omni: AB Initials:  
First 100/Holdings/Guarantors: CH

**EXHIBIT D**  
**Disclosure Schedule**

**Section 4(c)(5):**

- 2013 Receivables,
- 2014-2015 Receivables,
- ACR Receivables, and
- Additional HOA Receivables listed in the second sentence of Section 4(c)(1)

**Section 6(b):**

- Approximately USD \$17,600 held in trust by the law firm of Weil & Drage pursuant to the state court settlement referenced in the Parties' joint filing (ECF 145) in the Lawsuit (i.e., the *Twin Peak* case)).

**Section 7(a):**

- None.

**Section 18(b)(1):**

- None.

**Section 18(b)(2):**

- None.

**Section 18(b)(3):**

- None.

**Section 18(b)(4):**

- None.

Approved by:

**First 100, LLC,**  
a Nevada limited liability company

By: [Signature]

Name: Jay Blum

Title: Manager

(Exhibits)

JA000765

Omni: *AB* *Initials:*  
First 100/Holdings/Guarantors: *JP*

**EXHIBIT E**  
**Litigation Liens**  
**(Section 7(a))**

**Lawsuits:**

1. First 100, LLC v. Wells Fargo Bank, et al.: Case No. A-13-675519
2. First 100, LLC v. Ronald Burns, et al.: Case No. A-13-677693
3. First 100, LLC v. Points West Financial Group SPE, LLC, et al.: Case No. A-15-715636
4. First 100, LLC v. Richard Shanks et al.: Case No. A-15-712626
5. First 100, LLC v. Martin Boone, et al.: Case No. A-16-746672
6. First 100, LLC v. Joel Just, et al.: Case No. A-14-705993 (state court action); AAA Case No. 01-15-0002-8881.
7. First 100, LLC v. John Lasala: Case No. 2:14-cv-01460-GMN-(CWH).
8. First 100, LLC v. Raymond Ngan, et al.: Case No. A-16-738970
9. First 100, LLC v. Omni Financial, LLC et al.: Case No. 2:16-cv-00099-RFB-(CWH).
10. First 100, LLC v. Shinderman, et al.: Case No. A-13-692189
11. First 100, LLC v. Marnie Ragan, et al.: Case No. A-15-712264.
12. First 100, LLC v. Great Wash Park, LLC et al.: Case No. A-15-718640
13. Kal-Mor-USA, LLC v. Bank of NY Mellon, et al.: Case No. A-14-703039
14. Kal-Mor-USA, LLC v. Green Tree Servicing, et al.: Case No. A-14-704704
15. Kal-Mor-USA, LLC v. HSBC Bank USA, et al.: Case No. A-14-704734
16. Stephen Kehres v. Bank of America, N.A., et al.: Case No. CV14-01408
17. First 100, LLC v. HSBC Bank USA, N.A., et al.: Case No. A-14-705364
18. First 100, LLC v. FNMA, et al.: Case No. A-14-705365
19. First 100, LLC v. FNMA: Case No. CV14-01753
20. First 100, LLC v. FNMA, et al.: Case No. A-14-705367  
(Exhibits)

Initials:  
Omni: MB  
First 100/Holdings/Guarantors: JH

21. Kal-Mor-USA, LLC v. Homecomings Financial, et al.: Case No. A-14-705622
22. Kal-Mor-USA, LLC v. World Savings Bank, et al.: Case No. A-14-705619
23. First 100, LLC v. Cenlar, et al.: Case No. A-14-705631
24. First 100, LLC v. Greenpoint, et al.: Case No. A-14-705634
25. Kal-Mor-USA, LLC v. Bank of NY Mellon, et al.: Case No. A-14-705636
26. First 100, LLC v. Bank of NY Mellon, et al.: Case No. A-14-706265
27. First 100, LLC v. CitiMortgage Inc., et al.: Case No. A-14-705078
28. First 100, LLC v. Bank of NY Mellon, et al.: Case No. A-14-707553
29. First 100, LLC v. California Reconveyance, et al.: Case No. A-12-671357
30. First 100, LLC v. First Horizon, et al.: Case No. A-13-677349
31. First 100, LLC v. Wilmington, et al.: Case No. A-15-715230
32. Manuel Martinez v. First 100, LLC, et al.: Case No. A-13-682128
33. First 100, LLC v. Wilmington Trust, et al.: Case No. A-15-715254
34. First 100, LLC v. Federal Home Loan Mortgage Corporation, et al.: U.S. District Court, District of Nevada, Case No. 2:15-cv-01303-APG-PAL, District Court Case No. A-15-715635

**Unasserted Claims:**

- No known claims at this time

(Exhibits)

JA000767

Omni: Initials:

First 100 Holdings/Guarantors:

**EXHIBIT F**  
**Notice of Lien**  
**(Section 7(d))**

**[See attached.]**

**(Exhibits)**

JA000768

**HOWARD & HOWARD ATTORNEYS, PLLC**

3800 Howard Hughes Parkway, Suite 1000  
Las Vegas, Nevada 89169  
(702) 257-1483 FAX: (702) 567-1568

HOWARD & HOWARD ATTORNEYS PLLC  
Robert Hernquist, Nevada Bar No. 10616  
*RHernquist@HowardandHoward.com*  
Mark Gardberg, Nevada Bar No. 10879  
*MGardberg@HowardandHoward.com*  
Wells Fargo Tower, Suite 1000  
3800 Howard Hughes Parkway  
Las Vegas, Nevada 89169-5980  
Telephone: (702) 257-1483  
Facsimile: (702) 567-1568

*Attorneys for Omni Financial LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\_\_\_\_\_  
Plaintiffs,  
vs.  
\_\_\_\_\_  
Defendants.

Case No. \_\_\_\_\_

Dept. No. \_\_\_\_\_

**NOTICE OF LIEN**

TO: ALL INTERESTED PARTIES; and

TO: ALL ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that Plaintiff First 100, LLC, a Nevada limited liability company ("First 100") and a party to the above-captioned action (the "Action"), has granted a lien in the Action to Omni Financial, LLC ("Omni"), which is represented by and through its undersigned attorneys, Howard & Howard Attorneys PLLC, in the amount, as of the date hereof, of Four Million Eight Hundred Thousand Dollars (USD \$4,800,000).

This lien shall attach to any money or property which is to be titled to or paid to First 100 as a result of the Action (including without limitation arising out of or pursuant to any claims,

**HOWARD & HOWARD ATTORNEYS, PLLC**

3800 Howard Hughes Parkway, Suite 1000  
Las Vegas, Nevada 89169  
(702) 257-1483 FAX: (702) 567-1568

1 ///

2 counterclaims, cross-claims, judgments, orders, executions, demands, and settlements).

3  
4 Dated: January \_\_, 2017

5 HOWARD & HOWARD ATTORNEYS PLLC

6 By: /s/ Robert Hernquist  
7 Robert Hernquist, Nevada Bar No. 10616  
8 Mark Gardberg, Nevada Bar No. 10879  
9 Wells Fargo Tower, Suite 1000  
3800 Howard Hughes Parkway  
Las Vegas, Nevada 89169-5980

10 *Attorneys for Omni Financial LLC*  
11  
12  
13  
14  
15  
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17  
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28

**CERTIFICATE OF SERVICE**

The undersigned, an employee of the law firm of Howard & Howard Attorneys PLLC, hereby certifies that on \_\_\_\_\_, 2017, a true and correct copy of the foregoing document, NOTICE OF LIEN, was electronically served through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9 to the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A true and correct copy of the same was also deposited in a sealed envelope, first class U.S. mail, postage prepaid, at Las Vegas, Nevada, addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

/s/ x

\_\_\_\_\_

**HOWARD & HOWARD ATTORNEYS, PLLC**

3800 Howard Hughes Parkway, Suite 1000  
Las Vegas, Nevada 89169  
(702) 257-1483 FAX: (702) 367-1568

Initials:  
Omni: *MB*  
First 100 Holdings/Guarantors: *ST*

**EXHIBIT G**  
**Stipulated Judgment**  
**(Section 15(e))**

*[See attached.]*

**(Exhibits)**

JA000772



HOWARD & HOWARD ATTORNEYS, PLLC

3800 Howard Hughes Parkway, Suite 1000  
Las Vegas, Nevada 89169  
(702) 257-1483 FAX: (702) 567-1568

HOWARD & HOWARD ATTORNEYS PLLC  
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*MGardberg@HowardandHoward.com*  
Wells Fargo Tower, Suite 1000  
3800 Howard Hughes Parkway  
Las Vegas, Nevada 89169-5980  
Telephone: (702) 257-1483  
Facsimile: (702) 567-1568  
  
*Attorneys for Defendant, Counter-Plaintiff,  
and Third Party Plaintiff Omni Financial LLC*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

FIRST 100, LLC, a Nevada limited liability  
company; 1<sup>st</sup> ONE HUNDRED HOLDINGS,  
LLC, a Nevada limited liability company,

Plaintiffs,  
vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; PRENPOINCIANA, LLC, a  
foreign limited liability company; DOES I  
through X and ROE ENTITIES I through X;

Defendants.

AND ALL RELATED CLAIMS

Case No. 2:16-cv-00099-RFB-(CWH)

Related Case No. 2:16-cv-00109-RFB-CWH  
(Jointly Administered Cases)

**STIPULATION AND ORDER FOR  
ENTRY OF FINAL JUDGMENT**

COME NOW, (1) Plaintiffs and Counter-Defendants First 100, LLC ("First 100") and 1<sup>st</sup>  
One Hundred Holdings, LLC ("Holdings," and together with First 100, the "Plaintiffs"), by and  
through their undersigned attorneys, Maier Gutierrez Ayon; (2) Third-Party Defendants Holdings,  
Jay Bloom, Carlos Cardenas, Christopher Morgando, and Matthew Farkas (collectively, the  
"Guarantors"), by and through their undersigned attorneys, Maier Gutierrez Ayon, (3) Defendant,

Counterplaintiff, and Third Party Plaintiff Omni Financial, LLC ("Omni"), by and through its undersigned attorneys, Howard & Howard Attorneys PLLC, (4) Defendants PrenPoinciana, LLC and Prentice Lending II LLC (collectively, "PrenPoinciana"), by and through their undersigned attorneys, Greenberg Traurig, LLP; and (5) Plaintiffs KAL-MOR-USA LLC and GFY Management LLC (in Case No. 2:16-cv-00109) (collectively, "Kal-Mor/GFY"), by and through their undersigned attorneys, Kolesar & Leatham, all of whom stipulate and agree as follows:

### RECITALS

1. On January 15, 2016, First 100 filed a Complaint asserting various claims for relief (the "Claims") against Omni and PrenPoinciana in the Eighth Judicial District Court in Clark County, Nevada (the "Lawsuit"), seeking an *ex parte* temporary restraining order stopping a foreclosure sale which Omni had previously noticed.

2. Omni removed the Lawsuit to the U.S. District Court for the District of Nevada (the "District Court") (Notice of Removal, ECF No. 1),<sup>1</sup> where it is known as Case No. 2:16-cv-00099.

3. On February 9, 2016, the Lawsuit was consolidated with a separate action filed by Kal-Mor USA LLC (which had also been removed by Omni and is Case No. 2:16-cv-00109, and which case constitutes part of the defined term, the "Lawsuit").

4. On June 15, 2016, Defendant Omni filed its Answer to First 100, LLC's Complaint and Counterclaim and Third-Party Complaint (ECF 99), asserting various counterclaims and third-party claims for relief against the Plaintiffs and Guarantors (the "Counterclaims and Third-Party Claims").

5. As set forth in extensive detail in the pleadings and papers in the Lawsuit, numerous disputes (collectively, the "Disputes") have arisen between Plaintiffs, Defendants, and Guarantors regarding, for example:<sup>2</sup>

- (a) First 100's default on a line of credit loan extended by Omni pursuant to a loan agreement and other transaction documents dated May 27, 2014;

<sup>1</sup> All references herein to "ECF" numbers are to filings in Case No. 2:16-cv-00099.

<sup>2</sup> This list is not exhaustive.

- (b) the ownership, management, and control of certain homeowner association liens/receivables ("HOA Receivables") those acquired from the Association of Poinciana Villages ("APV") and (i) relating to the calendar year 2013 ((the "2013 Receivables"), (ii) relating to the calendar years 2014-2015 (the "2014-2015 Receivables") and (iii) certain additional properties previously managed by Association Capital Resources, LLC (the "ACR Receivables");
- (c) the ownership, management, and control of all other HOA Receivables owned all other HOA Receivables owned by First 100 from time to time from the inception of the Omni loan through the date hereof, if and to the extent serviced by the McCabe Firm, including those relating to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve, Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove) (collectively, the "Additional HOA Receivables");
- (d) the ownership, management, and control of First 100's other personal property;
- (e) the reasonableness of Omni's foreclosure sale on May 25, 2016 regarding such HOA Receivables and other personal property; and
- (f) Omni's first-priority security interest, as beneficiary, under deeds of trust in various real properties previously or currently owned by First 100.

6. After negotiating in good faith, the Parties have reached a settlement agreement dated on or about the date hereof (the "Settlement Agreement") to fully resolve their Disputes, the Lawsuit, and the Claims, Counterclaims, and Third-Party Claims on the terms set forth below.

#### STIPULATION

NOW, THEREFORE, the Parties hereby stipulate and agree to the immediate entry of a Stipulated Judgment<sup>3</sup> by the Court fully resolving the Parties' Disputes, the Lawsuit, and the

<sup>3</sup> A proposed Stipulated Judgment has been approved in form and content by the Parties and is attached hereto as Exhibit 1.

Claims, Counterclaims, and Third-Party Claims by and among them, upon the following terms and conditions:

***Stipulated Judgment***

1. The Parties agree and consent to a stipulated judgment debt owed by First 100 to Omni in the amount of Four Million Eight Hundred Thousand Dollars (USD \$4,800,000), but which amount could increase by a specific sum if certain conditions subsequent were not met.

***HOA Receivables & Proceeds; Other Property***

2. Omni is, and shall be determined to be, the absolute owner of all right, title, and interest in the 2013 Receivables, the 2014-2015 Receivables, and Additional HOA Receivables, including, without limitation, (a) all future proceeds arising therefrom, (b) all undisbursed proceeds thereof being held by the Parties or any third party (e.g., the McCabe law firm), regardless of how such proceeds may have previously been allocated among the Parties, and (c) any rights or privileges enjoyed by, or benefiting, First 100 with respect to those HOA Receivables, including rights or privileges under any continuing powers of attorney granted by a third party.

3. Omni disclaims any right, title, or interest in the ACR Receivables.

4. The Parties hereby agree and consent to the unfreezing of the HOA Receivables and all proceeds derived therefrom (meaning, for example, all undisbursed proceeds held by the McCabe law firm may be disbursed upon the unilateral instruction(s) of the Party(ies) to whom such proceeds belong).

5. To the extent not already secured in Omni's favor pursuant to the loan documents, First 100 has granted to Omni a lien in all pending lawsuits, administrative actions, arbitrations, and litigation in which First 100 has asserted an affirmative claim, as well as in all unasserted claims that may give rise to such future litigation.

6. Upon full repayment of the stipulated judgment debt, Omni shall return or release to First 100 (i) any and all interest in the 2013 Receivables, the 2014-2015 Receivables, and Additional HOA Receivables; (ii) all remaining liens in First 100's claims and litigation; (iii) four

specific real properties in Nevada, to First 100 or its Affiliate; and (iv) all real property derived from foreclosure actions on any of the HOA Receivables conveyed.

***Dismissal; Jurisdiction; Bonds***

7. The Lawsuit and any and all Disputes, Claims, Counterclaims, and Third-Party Claims are and shall be hereby dismissed with prejudice.

8. Notwithstanding the foregoing, the entry of a final judgment by this Court pursuant to this Stipulation and Order shall not preclude or otherwise impair any claim or defense that may exist or arise between or among the Parties with respect to a breach of the Settlement Agreement.

9. Notwithstanding the foregoing, the Court shall retain jurisdiction (over the Parties, the Lawsuit, the Disputes, Claims, Counterclaims, and Third-Party Claims, and the Settlement Agreement (and alleged breaches thereof)), to hear any further proceedings regarding the same, if necessary or appropriate.

10. Each Party shall each bear responsibility for its own fees and costs incurred in connection with this matter (including, in particular, the Lawsuit).

11. The two monetary bonds deposited with the Clerk of the Court during the Lawsuit, by First 100 (in the amount of \$15,000, deposited on January 21, 2016 (ECF 13-14)) and Omni (in the amount of \$1,000, deposited on June 28, 2016 (ECF 131-32)), shall be immediately released to Omni.

***Settlement Terms***

12. The Parties wish to keep the terms of their Settlement Agreement confidential. This Stipulation and Order is not intended to be an exhaustive summary of the relevant terms of the Settlement Agreement. Any description of a term of the Settlement Agreement in this Stipulation and Order is not intended to amend or modify that term. Any omission of a term of the Settlement Agreement in this Stipulation and Order is not intended to constitute a waiver of that term.

**HOWARD & HOWARD ATTORNEYS, PLLC**  
 3800 Howard Hughes Parkway, Suite 1000  
 Las Vegas, Nevada 89169  
 (702) 257-1483 FAX: (702) 567-1568

[Signature Page to Stipulation and Order]

Dated: January \_\_, 2017

Dated: January \_\_, 2017

**HOWARD & HOWARD ATTORNEYS  
 PLLC**

**MAIER GUTIERREZ AYON**

By: /s/ Robert Hernquist  
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 Mark Gardberg  
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*Attorneys for Defendant, Counterplaintiff,  
 and Third Party Plaintiff Omni Financial  
 LLC*

*Attorneys for (1) Plaintiffs and  
 Counterdefendants First 100, LLC and  
 1st One Hundred Holdings, LLC and (2)  
 Third-Party Defendants 1st One Hundred  
 Holdings, LLC, Jay Bloom, Carlos  
 Cardenas, Christopher Morgando, and  
 Matthew Farkas*

Dated: January \_\_, 2017

Dated: January \_\_, 2017

**GREENBERG TRAUIG, LLP**

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 LLC and Prentice Lending II LLC*

*Attorneys for Plaintiffs KAL-MOR-USA LLC  
 and GFY Management LLC (in Case No.  
 2:16-cv-00109)*

**Order**

IT IS SO ORDERED.

Dated: \_\_\_\_\_

UNITED STATES DISTRICT JUDGE



**Exhibit 1**  
**Stipulated Judgment**

JOINTLY SUBMITTED

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

FIRST 100, LLC, a Nevada limited liability company; 1<sup>st</sup> ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited liability company; PRENPOINCIANA, LLC, a foreign limited liability company; DOES I through X and ROE ENTITIES I through X;

Defendants.

AND ALL RELATED CLAIMS

Case No. 2:16-cv-00099-RFB-(CWH)

Related Case No. 2:16-cv-00109-RFB-CWH  
(Jointly Administered Cases)

**STIPULATED JUDGMENT**

COME NOW, (1) Plaintiffs and Counter-Defendants First 100, LLC ("First 100") and 1<sup>st</sup> One Hundred Holdings, LLC ("Holdings," and together with First 100, the "Plaintiffs"), by and through their undersigned attorneys, Maier Gutierrez Ayon; (2) Third-Party Defendants Holdings, Jay Bloom, Carlos Cardenas, Christopher Morgando, and Matthew Farkas (collectively, the "Guarantors"), by and through their undersigned attorneys, Maier Gutierrez Ayon, (3) Defendant, Counterplaintiff, and Third Party Plaintiff Omni Financial, LLC ("Omni"), by and through its undersigned attorneys, Howard & Howard Attorneys PLLC, (4) Defendants PrenPoinciana, LLC and Prentice Lending II LLC (collectively, "PrenPoinciana"), by and through their undersigned attorneys, Greenberg Traurig, LLP; and (5) Plaintiffs KAL-MOR-USA LLC and GFY

1 Management LLC (in Case No. 2:16-cv-00109) (collectively, "Kal-Mor/GFY"), by and through  
2 their undersigned attorneys, Kolesar & Leatham.

### 3 RECITALS

4 On January 15, 2016, First 100 filed a complaint asserting various claims for relief (the  
5 "Claims") against Omni and PrenPoinciana in the Eighth Judicial District Court in Clark County,  
6 Nevada (the "Lawsuit"), seeking an *ex parte* temporary restraining order stopping a foreclosure  
7 sale which Omni had previously noticed. Omni removed the Lawsuit to the U.S. District Court  
8 for the District of Nevada (the "District Court") (Notice of Removal, ECF No. 1),<sup>4</sup> where it is  
9 known as Case No. 2:16-cv-00099. On February 9, 2016, the Lawsuit was consolidated with a  
10 separate action filed by Kal-Mor USA LLC (which had also been removed by Omni and is Case  
11 No. 2:16-cv-00109, and which case constitutes part of the defined term, the "Lawsuit"). On June  
12 15, 2016, Defendant Omni filed its Answer to First 100, LLC's Complaint and Counterclaim and  
13 Third-Party Complaint (ECF 99), asserting various counterclaims and third-party claims for relief  
14 against the Plaintiffs and Guarantors (the "Counterclaims and Third-Party Claims").

15 As set forth in extensive detail in the pleadings and papers in the Lawsuit, numerous  
16 disputes (collectively, the "Disputes") have arisen between Plaintiffs, Defendants, and Guarantors  
17 regarding, for example:<sup>5</sup>

18 (a) First 100's default on a line of credit loan extended by Omni pursuant to a loan  
19 agreement and other transaction documents dated May 27, 2014;

20 (b) the ownership, management, and control of certain homeowner association  
21 liens/receivables ("HOA Receivables") those acquired from the Association of Poinciana Villages  
22 ("APV") and (i) relating to the calendar year 2013 ((the "2013 Receivables"), (ii) relating to the  
23 calendar years 2014-2015 (the "2014-2015 Receivables") and (iii) certain additional properties  
24 previously managed by Association Capital Resources, LLC (the "ACR Receivables");

25  
26  
27 <sup>4</sup> All references herein to "ECF" numbers are to filings in Case No. 2:16-cv-00099.

28 <sup>5</sup> This list is not exhaustive.



(c) the ownership, management, and control of all other HOA Receivables owned all other HOA Receivables owned by First 100 from time to time from the inception of the Omni loan through the date hereof, if and to the extent serviced by the McCabe Firm, including those relating to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve, Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove) (collectively, the "Additional HOA Receivables");

(d) the ownership, management, and control of First 100's other personal property;

(e) the reasonableness of Omni's foreclosure sale on May 25, 2016 regarding such HOA Receivables and other personal property; and

(f) Omni's first-priority security interest, as beneficiary, under deeds of trust in various real properties previously or currently owned by First 100.

Without admitting liability, the Parties waive the entry of findings of fact and conclusions of law by the Court and voluntarily consent to the entry of this Stipulated Judgment fully resolving the Lawsuit, Disputes, Claims, Counterclaims, and Third-Party Claims.

NOW, THEREFORE, it is accordingly ORDERED, ADJUDGED, and DECREED that:

1. First 100 owes Omni a stipulated judgment debt in the amount of Four Million Eight Hundred Thousand Dollars (USD \$4,800,000), but which amount could increase by a specific sum if certain conditions subsequent were not met.

2. Omni is the absolute owner of all right, title, and interest in the 2013 Receivables 2014-2015 Receivables, and ACR Receivables, including without limitation (a) all future proceeds arising therefrom, (b) all undisbursed proceeds thereof being held by any third party, regardless of how such proceeds may have previously been allocated among the Parties, and (c) any rights or privileges enjoyed by, or benefiting, First 100 with respect to those HOA Receivables, including rights or privileges under any continuing powers of attorney granted by a third party.

3. The Court unfreezes the HOA Receivables and all proceeds derived therefrom (meaning, for example, all undisbursed proceeds held by the McCabe law firm may be disbursed upon the unilateral instruction(s) of the Party(ies) to whom such proceeds belong).

4. Upon full repayment of the stipulated judgment debt, Omni shall return or release to First 100 (i) any and all interest in the 2013 Receivables, the 2014-2015 Receivables, and Additional HOA Receivables; (ii) all remaining liens in First 100's claims and litigation; (iii) four specific real properties in Nevada, to First 100 or its Affiliate; and (iv) all real property derived from foreclosure actions on any of the HOA Receivables conveyed.

5. The Lawsuit and any and all Disputes, Claims, Counterclaims, and Third-Party Claims are hereby dismissed with prejudice.

6. This judgment shall not preclude or otherwise impair any claim or defense that may exist or arise between or among the Parties with respect to a breach of the Settlement Agreement. The Court hereby retains jurisdiction (over the Parties, the Lawsuit, the Disputes, Claims, Counterclaims, and Third-Party Claims, and the Settlement Agreement (and alleged breaches thereof)), to hear any further proceedings regarding the same, if necessary or appropriate.

7. Each Party bears responsibility for its own fees and costs incurred in connection with this matter (including, in particular, the Lawsuit).

8. The two monetary bonds deposited with the Clerk of the Court during the Lawsuit, by First 100 (in the amount of \$15,000, deposited on January 21, 2016 (ECF 13-14)) and Omni (in the amount of \$1,000, deposited on June 28, 2016 (ECF 131-32)), are to be immediately released to Omni.

**ORDER**

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

1 Approved as to form and content by:

2 Dated: January \_\_, 2017

3 **HOWARD & HOWARD ATTORNEYS**  
4 **PLLC**

5 By: /s/ Robert Hernquist  
6 Robert Hernquist  
7 Nevada Bar No. 10616  
8 Mark Gardberg  
9 Nevada Bar No. 10879  
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12 Las Vegas, Nevada 89169-5980

13 *Attorneys for Defendant, Counterplaintiff,*  
14 *and Third Party Plaintiff Omni Financial*  
15 *LLC*

16 Dated: January \_\_, 2017

17 **GREENBERG TRAUIG, LLP**

18 By: /s/ Christopher Miltenberger  
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23 *Attorneys for Defendants PrenPoinciana,*  
24 *LLC and Prentice Lending II LLC*

Dated: January \_\_, 2017

**MAIER GUTIERREZ AYON**

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*Counterdefendants First 100, LLC and*  
*1st One Hundred Holdings, LLC and (2)*  
*Third-Party Defendants 1st One Hundred*  
*Holdings, LLC, Jay Bloom, Carlos*  
*Cardenas, Christopher Morgando, and*  
*Matthew Farkas*

Dated: January \_\_, 2017

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*and GFY Management LLC (in Case No.*  
*2:16-cv-00109)*

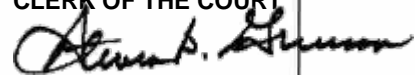
Omni: Initials:  
First 100 Holdings/Guarantors: 

**EXHIBIT H**  
**First 100 and 1<sup>st</sup> One Hundred Holdings as Guarantor Asset Statements**  
**(Section 18(b)(2))**

*[See attached.]*

(Exhibits)

JA000784



**OPP**

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*Attorneys for Defendant Omni Financial, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY NEVADA**

KAL-MOR-USA, LLC, a Nevada limited  
liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; FIRST 100, LLC, a  
Nevada limited liability company; DOES I  
through X and ROE ENTITIES I through X;

Defendants.

Case No.: A-17-757061-C

Dept. 2

**OPPOSITION TO PLAINTIFF'S  
MOTION FOR PARTIAL SUMMARY  
JUDGMENT**

**Date: August 27, 2018**

**Time: 10:30 a.m.**

Defendant Omni Financial, LLC ("Omni") submits the following Opposition to the Motion for Partial Summary Judgment filed by Kal-More-USA, LLC ("Kal-More") on July 26, 2018.

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. PRELIMINARY STATEMENT**

In this lawsuit, Plaintiff Kal-Mor seeks to impose a statutory defense that it previously stipulated shall *not* apply. Although Kal-Mor neglects to disclose or discuss this critical fact, it plainly was a party to the prior litigation referenced in the Motion. Omni, Kal-Mor, and First 100

1 settled their claims, and as part of that settlement, Kal-Mor and Omni both agreed that settlement  
 2 of those proceedings would *not* negatively impact their respective claims against the separate real  
 3 property. That (i) negates any claim that Nevada's "one action rule" should serve as a bar to  
 4 future action and (ii) demonstrates that no novation of contract was intended to occur, as Omni  
 5 preserved its rights under the original agreement.

6 What Kal-Mor tries to conceal in its Motion is that none of the prior proceedings involved  
 7 the parties' real property. *Instead, the sole focus of that lawsuit was a UCC foreclosure sale*  
 8 *initiated by Omni against First 100's personal property.* Nevada's one action rule contains an  
 9 express exception—ignored in the Motion—stating that UCC foreclosures do not constitute an  
 10 "action" for one-action rule purposes. The parties never litigated any real property claims, and  
 11 Omni never asserted any claim against the borrower relating to its breach of the underlying loan.  
 12 It was a UCC case only, and thus as a matter of binding statute—codified in NRS 40.430(6)(f)—  
 13 that rule cannot be applied here.

14 In addition to artfully ignoring that motion-dispositive statute, Kal-Mor's Motion defies  
 15 both the written agreements and mutual understanding of the parties. At the time of Omni's  
 16 settlements with Kal-Mor and First 100, all three parties understood that Omni would pursue  
 17 foreclosure actions against the real property pledged as collateral. In fact, the settlement  
 18 agreement and related judgment between Omni and Kal-Mor *expressly* stated that all real property  
 19 claims and defenses were not subject to settlement and were *reserved*. Kal-Mor now ignores that  
 20 plain language, and asks this Court to ignore the text of those documents as well as the spirit and  
 21 understanding behind them.

22 The simple truth is that Kal-Mor's documents do not support its requested relief. First, as  
 23 noted above, the settlement documents expressly indicated that Omni would proceed with  
 24 foreclosures against the real property. Additionally, Kal-Mor attempts to seize upon the *title* of  
 25 the stipulation dismissing the prior litigation, while ignoring its *substantive content*. It is a classic  
 26 case of putting form over substance. The "final judgment" Kal-Mor relies upon is not a final  
 27 judgment in a legal sense—i.e., it (i) does not provide a sum certain judgment amount, (ii) does  
 28

1 not allow Omni any execution remedies, and (iii) provided for this Court to retain jurisdiction  
 2 over future disputes. Under binding Nevada Supreme Court precedent, under such circumstances,  
 3 it did not constitute a final judgment for one-action rule purposes.

4 Switching gears, Kal-Mor argues that that agreement somehow constituted a novation of  
 5 the Omni/Kal-Mor contract in such a manner as to eliminate Omni's recorded rights. Kal-Mor  
 6 omits the fact that such argument must be proven by clear and convincing evidence and is a highly  
 7 *factual* determination, as it depends on Omni's state of mind. From both the relevant documents  
 8 and parties' course of conduct, neither Omni nor First 100 intended a novation in that contract.

9 Additionally Plaintiff's Motion relies on an affidavit of Greg Darroch, filed concurrently  
 10 with the Motion. Critically, Mr. Darroch qualified many of his factual allegations—i.e., *over one-*  
 11 *quarter of his paragraphs*—as made upon “information and belief.” As discussed in Section III  
 12 below, for summary judgment purposes, all factual allegations *must* be made upon personally  
 13 known information and be admissible pursuant to NRCP 56(e). Conversely, all matters stated as  
 14 a naked, unverified “belief” must be disregarded as a matter of law.

15 Finally, it should be noted that this matter has recently been remanded to this Court from  
 16 the U.S. District Court of Nevada. (Notice of Remand filed on July 18, 2018). Kal-Mor filed the  
 17 exact same motion for summary judgement with the federal court, and that motion was denied  
 18 just last month! (See Order, attached as Exhibit L). In denying Kal-Mor's motion, Judge  
 19 Boulware stated:

20 The Court notes that no discovery has taken place in this case, and a Scheduling Order  
 21 has not yet been entered. The Court does not find it appropriate to consider Plaintiff's  
 22 Partial Motion for Summary Judgment at this stage of the proceedings, as other issues  
 23 may arise in the course of discovery which would properly be the subjects of future  
 24 motions for summary judgment. The Court does not ordinarily permit multiple  
 25 rounds of dispositive motion practice. Therefore, the Partial Motion for Summary  
 26 Judgment is denied without prejudice

27 (*Id.*). That same reasoning still applies—no scheduling order has been issued in this case, no  
 28 discovery has occurred, and at a minimum Omni is entitled to engage in discovery pursuant to  
 Rule 56(f).

Taken together, the facts and applicable law not only fail to support Plaintiff's Motion, but would direct this Court to find in Omni's favor if it were to file a motion for summary judgment in the future. At a bare minimum, the Court should not grant summary judgment in Plaintiff's favor without granting discovery under NRCP 56(f) and adjudicating numerous interrelated questions of fact and law, such as: (i) whether this Court heard or adjudicated real property rights during the prior cases, despite those proceedings solely concerning personalty under the UCC; (ii) whether Kal-Mor waived its one-action rule claims/defenses in the Omni/Kal-Mor settlement agreement; (iii) what Omni, First 100, and Kal-Mor intended in entitling the Court-approved settlement document a "Judgment," given the dissonance between that title and its substance; (iv) whether Omni unintentionally waived its rights under the Deeds of Trust (or otherwise agreed to a novation) in the Omni/First 100 settlement agreement, despite the language therein and in the Omni/Kal-Mor settlement agreement to the contrary; and so forth. *These numerous, outstanding questions of fact preclude summary judgment.*

## II. STATEMENT OF FACTS

Many "facts" pertinent to the pending Motion are the subject of findings *already* made by the U.S. District Court in Case Nos. 16-cv-00099 and 16-cv-00109 ("Prior Litigation"), and thus are *not* subject to re-litigation.

### A. OMNI/FIRST 100 LOAN

1. Omni Financial LLC, Orbis Financial LLC and Firmus Financial LLC (collectively, "Omni") are California entities that extend real estate-backed loans. (Ex. A, Decl. of Martin Boone), ¶3).

2. In 2014, Omni agreed to loan up to \$5 million to Defendant First 100, LLC ("First 100") to finance the purchase and enforcement of homeowner association ("HOA") receivables (the "Loan"). (Ex. A, ¶4; Ex. B, Court Order, Case No. 2:16-cv-00099, 3:23-4:9).

3. On May 27, 2014, (i) the two entered into a Loan Agreement; (ii) First 100 executed a Promissory Note, Security Agreement, and multiple Deeds of Trust in Omni's favor; and (iii) certain First 100 principals issued Guarantees in Omni's favor. (*Id.*, at 3:23-4:9)).



4. Unbeknownst to Omni when it extended that Loan, First 100 and Kal-Mor were not independent parties. Greg Darroch—Kal-Mor’s principal, and author of the affidavit offered in support of the pending Motion—owned equity in First 100. (Ex. A, ¶5). Omni presumes Mr. Darroch still owns equity in First 100. (*Id.*).

5. The Security Agreement granted Omni a security interest in all of First 100’s present and future-acquired personal property, ranging from HOA Receivables to cash accounts to equipment and so forth. (Ex. B, 3:25-4:5; 16:26-17:5). Not a single type or item of personalty was excluded. (*Id.*)

6. Omni recorded UCC-1 financing statements in Nevada and Florida evidencing its security interest in First 100’s personalty. (Ex. A; Ex. A-2).

7. That was the first UCC filing on record, pre-dating UCC-1s and tax liens filed by; (i) PrenPoinciana, LLC, an unrelated third party; (ii) Mr. Darroch, Kal-Mor’s principal and affiant, and (iii) the I.R.S. (Ex. A-8, A-9 and A-10).

8. As Kal-Mor concedes, First 100 also executed multiple deeds of trust in Omni’s favor (the “Deeds of Trust”). (Motion at 4:10-6:3; Ex. A, ¶7). Those Deeds of Trust encumbered, as security for the Loan, approximately thirty properties in the State of Nevada. (Ex. A, ¶7).

9. Kal-Mor contends it subsequently purchased and owns nine of those thirty parcels (the “Kal-Mor Real Properties”). (Motion at 7:11-13).

10. Unfortunately, some of Deeds of Trust prepared by First 100 contained drafting or other documentary errors. (Ex. A, ¶8). For instance, some of the Deeds of Trust had clerical problems in need of correction. First 100 (not Omni) recorded the May, June, and August 2014 Deeds of Trust (as defined in Kal-Mor’s Motion, ¶¶ 4, 5 & 6), but erred with certain legal descriptions. (Ex. A, ¶9).

11. Critically, though, there were no errors in the grantor/grantee information, meaning they created valid liens as a matter of law and a title company policy would have identified them as encumbrances. (*Id.*)

12. Omni discovered the clerical errors and pressed First 100 to fix them, but all

1 throughout 2014, 2015, and 2016, First 100 failed to do so, despite being obligated to provide  
2 such cures in several contracts (e.g., the Forbearance Agreement). (*Id.*)

3 13. Although the title company advised Omni that the Deeds of Trust were valid  
4 documents, it subsequently advised Omni to re-record the Deeds of Trust with corrected legal  
5 descriptions. (*Id.*)

6 14. Kal-Mor alleges that despite its close links with First 100, and despite the fact that  
7 a title report would have mentioned Omni's Deeds of Trusts, its principal, Mr. Darroch,  
8 purportedly knew nothing about them. (Motion at 8:3-7). Kal-Mor alleges that:

9 First 100 did not disclose to Kal-Mor that it had previously pledged any interest in  
10 any of the Kal-Mor Properties as collateral for the Omni Loan or that any of the  
11 Kal-Mor Properties was subject to any of the Omni Deeds of Trust.

12 Kal-Mor had no actual knowledge or notice of any of the Omni Deeds of Trust  
13 when it purchased the Kal-Mor Properties from First 100 in 2014 and 2015.

14 (*Id.*)

15 15. First 100, in contrast, represented to Omni that it "in transferring the Real  
16 Properties...to third parties, [First 100] provided all of those third parties, prior to closing the  
17 transfer transaction, with actual notice of the existence of Omni's first-priority security interest in  
18 those Real Properties." (Exhibit A-4, Omni / First 100 Settlement Agreement at §8(e)).

#### 19 **B. KAL-MOR LOAN AND PROPERTY ACQUISITIONS**

20 16. In 2013, 2014 and 2015, Kal-Mor purchased several properties from First 100,  
21 including the Kal-Mor Properties at issue here. (Ex. A, ¶10; Motion at ¶15).

22 17. On May 13, 2015, Mr. Darroch filed a UCC-1 financing statement against First  
23 100, claiming he loaned money to First 100 and was granted a security interest in certain HOA  
24 receivables. (Ex. A, ¶11; Ex. A-9). Based on his filing date, Mr. Darroch's interest was at best  
25 fourth in priority, behind the interests of Omni, the IRS, and PrenPoinciana, respectively. (*Id.*)

#### 26 **C. FIRST 100'S LOAN DEFAULTS**

27 18. Prior to Kal-Mor's purchases and loan, First 100 committed the first of its  
28 numerous breaches of the Omni Loan. (Ex. B, 4:10-14).

19. Among other things, it failed to: (i) pay principal and interest when due; (ii) cure the defects in Omni's Deeds of Trust; (iii) properly prosecute and enforce the HOA receivables; and (iv) provide Omni with required monthly, quarterly, and annual financial statements. (Ex. A, ¶12).

20. Omni issued a notice of default on April 8, 2015. (Ex. A-12). It is unclear if Kal-Mor knew or did not know about that default, given Mr. Darroch's equity interest in First 100.

21. First 100 failed to respond, forcing Omni to hire legal counsel. (Ex. A, ¶13).

22. On November 2, 2015, Omni sent First 100 a second notice of default, categorizing First 100's breaches in more detail. (Ex. A-13). That notice accelerated the Loan and demanded payment in full. (*Id.*)

23. Throughout November 2015, First 100 and Kal-Mor repeatedly promised Omni that Kal-Mor would buy out the Omni Loan at full face value. (Ex. A, ¶14). At times, First 100 and Kal-Mor promised Omni that a \$4 million pay-off would be wired within hours. (*Id.*)

24. Kal-Mor's counsel delivered a draft loan assignment agreement to Omni on November 20, 2015, and Omni responded with a revised draft a few days later. (*Id.*)

25. Negotiations continued into early December, until Kal-Mor's counsel simply "went dark"—declining to respond to any email or phone messages. (*Id.*) Omni believes Kal-Mor's entire loan payoff proposals were a ruse to buy First 100 more time. (*Id.*)

26. Omni and First 100 entered into a Forbearance Agreement dated December 18, 2015, and a related Addendum three days later. (Ex. B, 4:8-27; Ex. A-14).

27. Omni agreed to forego foreclosure over First 100's personalty in exchange for various First 100 promises, including (i) delivery of financial statements by December 18th and (ii) a \$270,500 payment by December 28th. (*Id.*)

28. Both deadlines came and went with no performance: First 100 eventually violated virtually every single forbearance term. (Ex. B, 13:11-22).

29. Given those immediate defaults, Omni suspected the forbearance was another delay tactic, the aim of First 100 and Kal-Mor—acting in concert—being to delay foreclosure and

1 further stifle Omni. (Ex. A, ¶15).

2 **D. LAWSUITS; WRONGFUL TRO**

3 30. Given First 100's then year-old payment default, Omni noticed a UCC sale  
4 pursuant to NRS Chapter 104, by issuing a "Notification of Disposition of Collateral" in January  
5 2016 (the "1st UCC Notice"). (Ex. A-15).

6 31. In response, First 100 filed suit and sought an emergency, *ex parte* TRO to stop  
7 the sale. (Case No. 2:16-cv-00099, ECF 1-1 (Complaint)).

8 32. Kal-Mor acknowledges that First 100 suit (Motion at ¶22), yet oddly ignores Kal-  
9 Mor's virtually identical suit and emergency, *ex parte* TRO request—the aim of which was for  
10 those parties to have two bites at the apple. (Case No. A-16-730447-C).

11 33. Kal-Mor often omits the fact that for the next year of proceedings, First 100 and  
12 Kal-Mor's positions were 100% in alignment as Kal-Mor, on many occasions, filed one- to two-  
13 paragraph joinders to lengthy First 100 filings. (*See, e.g.* Case No. 2:16-cv-00099, ECF 20, 65,  
14 91).

15 34. Omni removed the two cases to federal court, and they were consolidated into one  
16 case.

17 35. Giving First 100 and Kal-Mor the benefit of the doubt, the U.S. District Court  
18 granted a TRO and postponed Omni's foreclosure sale. (Case No. 2:16-cv-00099, ECF 21).

19 36. However, several months later, after three days of evidentiary hearings and  
20 extensive briefings and oral arguments, the U.S. District Court held that: (i) the original TRO was  
21 wholly unwarranted; (ii) Omni could proceed with the foreclosure sale; and (iii) Omni was entitled  
22 to Kal-Mor's TRO bond. (Ex. B).<sup>1</sup>

23 **E. SUBJECT OF THE LAWSUIT; PERSONAL PROPERTY ONLY**

24 37. The underlying lawsuit upon which Kal-Mor bases its Motion with regard to the  
25

26 <sup>1</sup> This U.S. District Court also expressed grave concerns regarding Kal-Mor's withholding  
27 of critical evidence, which was exposed during the cross-examination of Mr. Darroch, Kal-Mor's  
28 principal. (Ex. B, 25:23-28.)

1 application of Nevada's One Action Rule dealt with personal property, not real property, to wit:

2 a. The lawsuit spark was Omni's 1st UCC Notice. It described the collateral  
3 in the same words used in the Omni/First 100 Security Agreement and UCC-1, as: "ALL OF  
4 BORROWER'S PRESENT AND FUTURE RIGHT, TITLE AND INTEREST IN AND TO ANY  
5 OF THE **PERSONAL** PROPERTY OF BORROWER..." (Ex. A-2) (emphasis added).

6 b. There was no mention of real property in the 1st UCC Notice. Obviously,  
7 no real property could be nonjudicially foreclosed upon except by a trustee's sale pursuant to NRS  
8 Chapter 107. The 1st UCC Notice stressed it was issued "[p]ursuant to the Uniform Commercial  
9 Codes of Florida and Nevada." (*Id.*)

10 c. In arguing for emergency relief, First 100 and Kal-Mor falsely argued to  
11 the U.S. District Court that Omni's UCC sale included real property. (Case No. 2:16-cv-00099,  
12 ECF 4 at 8:1-14; ECF 16 at 12:1-4, 17:13-17; ECF 21 at 23:25-24:4). The Court ultimately  
13 disagreed, finding that "First 100's first argument relies on the faulty premise that the HOA  
14 receivables constitute interests in real property....*First 100 has not shown that its HOA*  
15 *receivables constitute 'real property rights.'*" (Ex. B at 17:25-18:3 (emphasis added)).

16 d. In the Court's Order permitting the UCC foreclosure sale to proceed, it  
17 never referenced the relevant real properties encumbered in Omni's favor, including the nine Kal-  
18 Mor Real Properties at issue here. (Ex. B). The Court's only references to Deeds of Trust were in  
19 recognizing First 100's failure to cure the description issues, in breach of First 100's contractual  
20 duties. (*Id.*, at 20:20-23 & 21:8-10).

21 e. Around the time of this Court's Order, Omni re-noticed the foreclosure sale  
22 in a second "Notification of Disposition of Collateral of **Personal Property** of First 100, LLC"  
23 dated April 1, 2016 (the "2nd UCC Notice"). (Ex. A-16 (emphasis added)). The document again  
24 referenced NRS Chapter 104 (the UCC)—not Chapter 107 (Deeds of Trust). (*Id.*) The description  
25 of the eight sale lots only listed personalty, not realty, with the final sale covering, "All of  
26 Borrower's present right, title, and interest in and to any and all of the existing personal property  
27 of Borrower—but not...Borrower's real property...." (*Id.*) (emphasis in the original).

1 f. Omni held the UCC sale on May 25, 2016. The resulting "Bills of Sale"  
2 only covered those eight lots of personalty. (Ex. A-17). No Trustee's, Quitclaim, or Grant Bargain  
3 and Sale Deeds were recorded with any County Recorder, meaning no real property changed  
4 hands.

5 g. Following the Court's May 23rd Order (Ex. B) and Omni's May 26<sup>th</sup> UCC  
6 foreclosure sale, First 100 and Kal-Mor refused to hand over any personal property, boasting they  
7 would "not voluntarily turn over anything." (Ex. F). Regarding one class of property, its choses  
8 in action, First 100 instead intensified its settlement efforts, in a transparent bid to convert claims  
9 to money and divert the proceeds. (Case No. 2:16-cv-00099, ECF 101-7; 101-8). Omni filed  
10 applications for writs of possession seeking recovery of the transferred personalty. (Case No.  
11 2:16-cv-00099, ECF 101 & 133). Nowhere in those applications were there references to any real  
12 property. (*Id.*)

13 h. Given First 100's actions, the Court issued another TRO on June 27, 2016,  
14 but this time in Omni's favor, enjoining First 100 from transferring assets, settling cases, or  
15 otherwise disposing of Omni's property. (Ex. H). The Court found "Omni is likely to prevail on  
16 its declaratory relief claim that it acquired the *personal* property described in the sale notices at  
17 the foreclosure sale." (*Id.*, 3:10-12 (emphasis added)). Nowhere did the Court's Order reference  
18 any real property. (*Id.*)

19 i. Around the time of that Order, Omni filed its Answer and Counterclaims  
20 in that suit. (Ex. I). Omni intentionally countersued the Loan guarantors, but not borrower First  
21 100, so as not to violate NRS 40.430 (the "One-Action Rule"). In its Counterclaim, Omni alleged:

22 Doe Defendants II through X are presently identified as individuals, corporations,  
23 or other business entities whose which upon information and belief are associated  
24 with, employed by, controlled by and/or affiliated with one or more of the  
25 Defendants and/or other Doe Defendants. Defendant Doe I is the borrower, but  
26 cannot be named as a party at this time until Omni pursues and exhausts all real  
27 property pledged as security by borrower as provided in NRS 40.430. As such, the  
28 one action rule prohibits naming said borrower as a defendant in this action at this  
time. Upon exhaustion of the real property collateral, Omni will seek leave to  
amend to name the true borrower.

1 (Ex. I at 10:6-13). Thus, *Omni flagged to Kal-Mor and First 100 that its real property*  
 2 *foreclosures would come in the future. (Id.)*

3 j. Ironically, given the foregoing, First 100 and Kal-Mor immediately began  
 4 arguing the application of the One-Action Rule before this Court. In First 100's motion for  
 5 summary judgment dated June 30, 2016, it said this Court should reject Omni's writs because  
 6 Omni did not "first exhaust the real property security for the debt." (Case No. 2:16-cv-00099,  
 7 ECF 135 at 26:6-28:4). According to First 100, that caused "a legal forfeiture of his [sic] rights."  
 8 (*Id.*) Omni responded:

9 Plaintiffs' argument rests entirely on a gross misunderstanding or misstatement of  
 10 Nevada law. Plaintiffs acknowledge that there are exceptions to the One-Action  
 11 Rule, but flatly assert that none of those apply here. NRS 40.430(6)(f), however,  
 12 states that, "[a]s used in this section, an 'action' does not include any act or  
 13 proceeding... (f) [f]or the exercise of any right or remedy authorized by chapter 104  
 14 of NRS or by the Uniform Commercial Code as enacted in any other state." NRS  
 40.430(6)(f) (emphasis added.) Plaintiffs' Countermotion is dead wrong. A UCC  
 foreclosure sale does not, and statutorily cannot, trigger application of Nevada's  
 One-Action Rule.

15 (Case No. 2:16-cv-00099, ECF 141, 22:26-23:6). In light of the parties' global settlement, the  
 16 Federal Court never got the opportunity to confirm the validity of Omni's position.

#### 17 **F. OMNI'S SEPARATE SETTLEMENTS WITH KAL-MOR AND FIRST 100**

18 38. Not only was Kal-Mor a party to the federal proceedings, but its disputes with  
 19 Omni were resolved in an agreement specifically addressing the Kal-Mor Real Properties and  
 20 anticipating Omni's future real-property foreclosure actions. In documents dated November 23,  
 21 2016, Omni and Kal-Mor agreed to a (i) "Settlement and Mutual General Release Agreement"  
 22 (the "Kal-Mor Settlement") (Ex. A-3); and (ii) "Stipulation and Order for Entry of Final  
 Judgment" (the "Kal-Mor SAO") (Ex. A-3). Critically, the former states:

23 W. The Parties now desire to resolve all differences, disputes and disagreements  
 24 between them relating to the 2014-2015 Receivables and the ACR Receivables.  
 25 *This Agreement, however, is not intended to address or resolve any dispute*  
*between the Parties as to the Kal-Mor Real Properties.*

26 Notwithstanding the terms provided herein, *Omni reserves all rights to assert*  
 27 *claims and conduct Enforcement Actions relating to any asset or property other*

than the 2013 Receivables, 2014-2015 Receivables, and/or ACR Receivables, whether owned (previously, currently, or in the future) by GFY or a third party, including but not limited to the Kal-Mor Real Properties, associated proceeds, rents, and/or other assets.

(Ex. A-3, p. 4, Recital W); §4(a)) (emphasis added). This language was included because during settlement negotiations, both Omni and Kal-Mor recognized and agreed that they would not be able to resolve their competing claimed interests in real property that had been granted to both of them by First 100. (Ex. A).

39. The Kal-Mor SAO states:

The entry final judgment by the Court pursuant to this Stipulation shall not preclude or otherwise impair any claim or defense that may exist between the Parties other than those expressly stated in the Complaint or the Counterclaim.

(Ex. A-3).

40. Several weeks later, Omni and First 100 entered into a similar agreement (defined in the Motion and herein as the "First 100 Settlement"). (Ex. A-4).

41. That latter contract did not include the carve-out language above, but only because that issue—i.e., Omni's foreclosure on Kal-Mor Real Properties—was irrelevant to First 100, as Kal-Mor (and not First 100) had title to those parcels. (Ex. A, ¶21).

42. First 100 nonetheless knew Omni would proceed with real property foreclosures. Expressly including that in the First 100 Settlement would have been a non-sequitur, because First 100 no longer had any real property for Omni to foreclose upon (other than the four properties First 100 still held title to, and agreed to transfer to Omni as part of the settlement). (*Id.*)

43. Other than those four parcels, only approximately twenty-four third-party-owned properties remained. (*Id.*) Omni was in constant discussions with First 100 and Kal-Mor during that time, and Omni consistently and unequivocally told both of them it would be foreclosing on the Kal-Mor Properties. (Ex. A, ¶¶18, 19 and 20).

44. In fact, while negotiating the First 100 settlement, Jay Bloom of First 100 repeatedly told Martin Boone of Omni that Omni was still secured by the Deeds of Trust. (Ex. A, ¶¶19-22). They also discussed the fact that any proceeds from foreclosures on those real



1 properties would be credited to First 100. (*Id.*)

2 45. As noted above, Omni required First 100 to confirm that “in transferring the Real  
3 Properties...to third parties, [First 100] provided all of those third parties, prior to closing the  
4 transfer transaction, with actual notice of the existence of Omni’s first-priority security interest in  
5 those Real Properties.” (Ex. A-4 at §8(e)).

6 46. Omni included that language because it would foreclose on the 24 properties at  
7 issue and anticipated baseless motions like the one here. (Ex. A, ¶22). Had Omni intended to  
8 obtain a judgment on its debt and forfeit its Deeds of Trust, none of the language above from the  
9 Kal-Mor or First 100 Settlements would have had any purpose. (Ex. A, ¶23).

10 47. Shortly after settling, Omni’s counsel notified First 100 that Omni would be  
11 foreclosing on the encumbered real property, but could not locate the original 2014 Promissory  
12 Note, which its trustees (under the Deeds of Trust) were requesting. (Ex. A, ¶24).

13 48. In lieu of the original, Omni’s title company requested that First 100 provide a  
14 “Lost Note Affidavit.” (*Id.*) First 100 signed and returned a Lost Note Affidavit on January 30,  
15 2017, and signed and returned another version on April 21, 2017. (*Id.*; Ex. A-5; Ex. A-6).

16 49. In neither instance did First 100 challenge Omni’s course of action or claim that  
17 the parties had intended in their settlement that Omni forfeited its real property liens. (Ex. A, ¶24).

#### 18 **G. OMNI’S COLLECTION OF RENTS**

19 50. Under Nevada law, a deed of trust automatically “creates an assignment of rents  
20 arising from the real property described in the security instrument, unless the security instrument  
21 provides otherwise.” NRS 107A.230(1).

22 51. Accordingly, in late September and early October of 2016, Omni sent letters to the  
23 occupants of all 24 properties, including the nine Kal-Mor Real Properties, directing tenants to  
24 pay rents not to their property owners and/or managers, but directly to Omni. (Ex. 1, ¶25).

25 52. Notably, these demands for rents were served before Omni reached a settlement  
26 with Kal-Mor. (*Id.*) Omni copied those letters to First 100 and Kal-Mor, thereby triggering NRS  
27 107A.270, obligating the assignor to remit any rents received by them from the tenants (instead  
28

of paid by the tenants to the creditor, as the notices instructed). (*Id.*)

53. To date, however, Omni has only received rents from one of the nine tenants of the Kal-Mor Real Properties. (*Id.*) Kal-Mor improperly refuses to (i) instruct its tenants to redirect their rents to Omni and (ii) hand over the bulk of the collected rents to Omni. (*Id.*)

#### H. OMNI'S FORECLOSURE ACTION

54. Following settlement of the federal case regarding First 100's *personalty*, Omni turned to foreclosing on the 24 real properties liened in its Deeds of Trust. On May 15, 2017, Omni caused a Notice of Breach and Election to Sell under Deeds of Trust (the "Notice of Default") to be recorded with the Clark County Recorder's Office. (Ex. A, ¶26).

55. After the mandatory three-month waiting period required by statute, Omni caused the Trustee to record a "Notice of Sale." (*Id.*)

56. The Notice of Sale scheduled the foreclosure sale for September 12, 2017. (*Id.*) At this time, however, the sales have been voluntarily postponed by Omni until January 12, 2018, so as to permit this Court to adjudicate the underlying issues. (*Id.*)

#### III. LEGAL STANDARD

The standard for granting summary judgment is well established. *See* NRCP 56(c)(summary judgment appropriate only if no material issues of fact exist); see also *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). When reviewing a motion for summary judgment, the evidence, and all reasonable inferences drawn from the evidence, must be viewed in a light most favorable to the non-moving party. *See Allstate Ins. Co. v. Fackett*, 125 Nev. 132, 137, 206 P.3d 572, 575 (2009); *Waldman v. Maini*, 124 Nev. 1121, 1136, 195 P.3d 850, 860 (2008); *Sustainable Growth Initiative Comm. v. Jumpers, LLC*, 122 Nev. 53, 61, 128 P.3d 452, 458 (2006); *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005); *Kahn v. Morse & Mowbray*, 121 Nev. 464, 473-74, 117 P.3d 227, 234 (2005); *Weiner v. Beatty*, 121 Nev. 243, 246, 116 P.3d 829, 830 (2005).

Moreover, a motion for summary judgment must be supported by facts which would be admissible in evidence. NRCP 56(c); *see also Henry Products v. Tarmu*, 114 Nev. 1017, 967 P.2d 444 (1998)(evidence introduced in support of motion for summary judgment must be admissible evidence).

A party opposing summary judgment does not need to prove that an issue of material fact will be resolved conclusively in its favor; rather, the nonmoving party must simply present "sufficient evidence supporting the claimed factual dispute be shown to require a jury or judge to resolve the parties' differing versions of the truth at trial." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 250 (1986). Thus, the judge reviewing a summary judgment motion does not weigh conflicting evidence of a disputed material fact or make credibility determinations with respect to statements made in affidavits, answers to interrogatories, admissions, or depositions. *Id.* at 255-56. Rather, at the summary judgment stage, the judge is asked to review whether direct evidence produced by the moving party conflicts with direct evidence produced by the nonmoving party. If a rational trier of fact might resolve the issue in favor of the nonmoving party, summary judgment must be denied. *Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986). Inferences must be drawn in the light most favorable to the nonmoving party and may be drawn from underlying facts that are not in dispute, such as background or contextual facts, and from underlying facts on which there is conflicting direct evidence but which the judge must assume may be resolved at trial in favor of the nonmoving party. *See Anderson*, 477 U.S. at 253-55; *Matsushita*, 475 U.S. at 587.

#### IV. LAW AND ARGUMENT

##### A. KAL-MOR'S MOTION IS PREMATURE AND IMPROPER

Courts routinely deny motions for summary judgment when they are made before any opportunity for discovery has been afforded:

Though Rule 56 allows a party to move for summary judgment 'at any time,' the granting of summary judgment is limited until after adequate time for discovery. A grant of summary judgment is premature and improper when basic discovery

has not been completed, particularly when the moving party has exclusive access to the evidence necessary to support the nonmoving party's claims.

*Ferm v. Crown Equity Holdings, Inc.*, 2011 U.S. Dist. LEXIS 84433 at \*8 (D. Nev. 2011)(quoting *Phongsavane v. Potter*, 2005 U.S. Dist. LEXIS 12439, 2005 WL 1514091, at \*5 (W.D. Tex. 2005) (internal citation omitted)). Kal-Mor's Motion is similarly premature here. When Kal-Mor filed its Motion, the parties had not even discussed discovery and discovery deadlines and thus no discovery had occurred in this matter. (Ex. C).

#### **B. KAL-MOR'S MOTION IS PROCEDURALLY DEFECTIVE**

It is well settled that only *admissible* evidence may be relied upon by the Court in ruling upon a summary judgment demand. NRCP 56(e); *Orr v. Bank of Am., NT & SA*, 285 F.3d 764, (9th Cir. 2002). As previously noted, Mr. Darroch's Declaration is riddled with statements based upon his "information and belief." (Darroch Decl. at ¶¶ 3, 4, 5, 7, 10, 17, 24, 31, 32, 38, 45, 46, 52, 53, 59, 60, 66, 67, 72, 75, 84, 87). Over 25% of his paragraphs consist solely of his conjecture. (*Id.*). A declarant's naked, unsupported beliefs are not "evidence" for summary judgment purposes. NRS 50.025 (a witness may not testify to a matter unless evidence is presented establishing that he has personal knowledge); NRCP 56(e) (supporting affidavits must be made on personal knowledge).

Mr. Darroch's beliefs are not admissible and fail to meet the requirements of NRCP 56(e), as such testimony would not be permitted at trial.<sup>2</sup> Compare *Collins v. Union Fed. Savings & Loan*, 662 P.2d 610, 621 (Nev. 1983) (summary judgment cannot be built "on the gossamer threads of whimsy, speculation and conjecture"); *State v. Eighth Judicial Dist. Court*, 42 P.3d 233, 241 n.26 (Nev. 2002); *Block v. City of L.A.*, 253 F.3d 410, 419 (9 Cir. 2001) (declarations not admissible at summary judgment stage when based on information and belief obtained from unidentified sources not under oath).

<sup>2</sup> This is separate and apart from the fact that in previous litigation the U.S. District Court found Mr. Darroch's and Kal-Mor's actions before the Court to lack the requisite candor, given their "intentional withholding of crucial documents during [prior] preliminary injunction proceeding[s]." (Ex. B at 25:23-28.)

**C. NEVADA'S ONE ACTION RULE DOES NOT APPLY HERE**

As set forth below, the "Judgment" upon which Kal-Mor bases its motion states that the final amount due and owing to Omni has not yet been determined. To the contrary, it says the final amount is subject to actions which would take place subsequent to entry of the Stipulated Judgment. The Stipulated Judgment was and is nothing more than a vehicle to enforce a settlement agreement entered into by the parties. Rather than treat the one-action rule as a shield to protect debtors from harassment—its legislative purpose—Kal-Mor uses it as a sword to (i) escape the terms of a stipulated judgment that it and First 100 voluntarily agreed to and (ii) now try and force Omni to forfeit rights to which Omni is entitled under that agreement. Put another way, this is simply another wrongful attempt by Kal-Mor to deprive Omni of the benefit of its bargain.

**1. By Statute, the Prior Lawsuits (and Omni's UCC Foreclosure Sale) Are Exempt from Nevada's One Action Rule**

In its Motion, Plaintiff refers to NRS 40.430, which is commonly referred to as Nevada's "one-action rule". (Motion, p. 12). Plaintiff cites a portion of NRS 40.430, which states that "...there may be but one action for the recovery of any debt, or for the enforcement of any right secured by a mortgage or other lien upon real estate." NRS 40.430(1).

Nevertheless, Plaintiff's Motion ignores the fact that the one action rule is littered with exceptions, exemptions, and limitations. The Nevada Legislature has created no fewer than seventeen (17) such exceptions, exemptions, and limitations. *See* NRS 40.430(6). ***Of critical importance here, Nevada's one action rule contains an exception for UCC foreclosure actions.*** "As used in this section, an "action" does *not* include any act or proceeding...(f) [f]or the exercise of any right or remedy authorized by chapter 104 of NRS [i.e., Nevada's Uniform Commercial Code] or by the Uniform Commercial Code as enacted in any other state." NRS 40.430(6)(f) (emphasis added). Interpreting a similar provision in California law, California courts have repeatedly held that the one action rule does not apply to the personal property component of mixed realty and personal collateral where the personal property is foreclosed in a non-unified sale. *See, e.g., Oxford St. Properties, LLC v. Rehab. Assocs., LLC*, 141 Cal. Rptr. 3d 704, 709 n.4

1 (Cal. Ct. App. 2012).

2 Due to that express carve-out, the one action rule simply does *not* apply here. The prior  
3 lawsuit solely and exclusively involved claims relating to a UCC foreclosure over First 100's  
4 personal property. As discussed in *exhaustive* detail in Section II(F) above, in no instance did the  
5 prior suits govern real property. The U.S. District Court only adjudicated rights regarding First  
6 100's *personal property* in the context of *Omni's UCC foreclosure sale*. The two separate  
7 settlement agreements executed by Omni, First 100, and Kal-Mor expressly acknowledged that  
8 fact. The prior litigation did not invoke the one action rule because (i) it never involved any real  
9 property rights and (ii) Omni never asserted any claims against the borrower for the underlying  
10 loan. NRS 40.430(6)(f). Omni was not a plaintiff in those actions—instead it was a defendant in  
11 the two separate lawsuits filed by First 100 and Kal-Mor. (Case Nos. 2:16-cv-00099 & -00109).  
12 When Omni did assert counterclaims, it expressly noted that it was *not* asserting claims against  
13 First 100 due to the one-action rule, meaning no claim was ever asserted against the borrower for  
14 the “recovery of any debt.” (Ex. I). In summary, the exception contained in NRS 40.430(6)(f)  
15 squarely governs here, so the one action rule does not apply. Kal-Mor is trying to mislead this  
16 Court into concluding that the prior lawsuits (Case No. 2:16-cv-00099 & -00109) involved and  
17 settled matters that never came before the Court. This Court will not be so easily misled.

18 In fact, Plaintiff's own Motion implicitly concedes that NRS 40.430(6)(f) applies.  
19 Plaintiff admits that “on January 8, 2016, Omni issued a Notification of Disposition of Collateral  
20 in which it identified the personal property Omni believed to be subject to its security interest and  
21 scheduled a sale of the collateral to take in accordance with NRS Chapter 104 on January 21,  
22 2016 (the “UCC Sale”).” (Motion p. 8, ¶21, citing (Darroch Decl.), ¶72). Plaintiff also goes on  
23 to consistently refer to “the UCC Sale.” (Motion, ¶¶22, 23, 24 and 25). Instead of addressing this  
24 critical deficiency head on, Plaintiff cites:

- 25 • Nevada decisions issued *prior* to the 1989 amendments<sup>3</sup> which enacted and clarified the

26 <sup>3</sup> See <https://www.leg.state.nv.us/Statutes/65th/Stats198909.html>No.  
27 Stats198909page1768 (SB 479, Cha. 750 (1989)).

rule's many exemptions, including NRS 40.430(6)(f); (See Motion, pp. 12 - 13, citing *Nevada Wholesale Lumber Co. v. Myers Realty*, 544 P.2d 1204 (Nev. 1976); *Keever v. Nicholas Beers Co.*, 611 P.2d 1079 (Nev. 1980)); or

- Nevada decisions having nothing to do with, and which thus *ignore* the exemption set forth in, NRS 40.430(6)(f). The one and only case Kal-Mor cites as to NRS 40.430(6)(f) is *Bonicamp v. Vazquez*, 91 P.3d 584 (Nev. 2004), but Kal-Mor confines that discussion to dicta that exceptions should be "narrowly construc[d]," (Motion, p.13) instead of addressing the exception itself.

***Plaintiff's silence on this dispositive point is deafening.***

Furthermore, one of the cases cited by Plaintiff in its Motion readily explains why Plaintiff's position on this issue fails as a matter of law. In *McDonald v. D.P. Alexander & Las Vegas Boulevard, LLC*, 123 P.3d 748 (Nev. 2005), the Nevada Supreme Court was faced with a promissory note holder who brought action against a guarantor after a bankruptcy court had voided a recording of a deed of trust and sold the property. The district court entered summary judgment in favor of the holder as exempt from the one-action rule and the guarantor appealed. The Nevada Supreme Court affirmed, holding that the action against guarantor was exempt from the definition of "action" and thus was not barred by the one-action rule.

In *McDonald*, the Nevada Supreme Court carefully studied multiple exemptions to the one-action rule under NRS 40.430(4)<sup>4</sup>, including "whether a creditor [D.P. Alexander] in the position of a sold-out junior lienholder due to a bankruptcy was exempt, under NRS 40.430(4)(i) and (j), from Nevada's one-action rule..." *McDonald*, 121 Nev. at 814. Ultimately, the Nevada Supreme Court concluded that under both NRS 40.430(4)(i) and (j), the creditor's claim was exempt from the one-action rule. *Id.* at 820. In so doing, it opined that:

[s]tatutory interpretation is a question of law, and our review of the district court's interpretation of the one-action rule is also de novo.[ ] When interpreting a statute, we first determine whether the language of a statute is ambiguous. [ ] When the language of a statute is clear and unambiguous, we do not look beyond its plain meaning, and we give effect to its apparent intent unless that meaning was clearly not intended.

*Id.* at 815-16 (footnotes and internal citations omitted). It went on to explain that "the purpose

<sup>4</sup> NRS 40.430 has been amended several times, with the exemptions moving to subsection 6 in 2011.

1 behind the one-action rule in Nevada is to prevent harassment of debtors by creditors attempting  
 2 double recovery by seeking a full money judgment against the debtor and by seeking to recover  
 3 the real property securing the debt.” *Id.* at 816. Critically, the Nevada Supreme Court went on to  
 4 explain the origin, use, and importance of the *exemptions* from the one-action rule. It said:

5       In 1989, the Legislature, recognizing that the one-action rule can be a trap for the  
 6 unwary, *enacted and clarified several exemptions from the rule*. These exemptions  
 7 were included to clarify what the Legislature intended by the word “action.” *The*  
*Legislature did not intend certain actions by creditors, spelled out in the*  
*exemptions, to fall under the one-action rule.*

8 *McDonald*, 121 Nev. at 817 (emphasis added, footnotes and internal citations omitted). The Court  
 9 noted that “[t]he language of this statute is unambiguous, and the plain language of the statute  
 10 exempts the present case from the one-action rule...[t]hus, [the] claim is not an action under the  
 11 one-action rule.” *Id.* at 817-18. Ultimately the Nevada Supreme Court stated that “[t]he one-  
 12 action rule *and its exceptions* are intended to protect debtors by preventing creditors from realizing  
 13 more than the face value of a debt, *not to deny a creditor recovery of a legal debt altogether.*” *Id.*  
 14 at 820 (emphasis added).

15       In short, Kal-Mor’s claims against Omni are doomed to fail as a matter of law. The  
 16 exception in NRS 40.430(6)(f) plainly applies. At a bare minimum, it is a critical question of fact  
 17 (negating Plaintiff’s right to partial summary judgment) whether and to what extent that provision  
 18 applies, so Plaintiff’s Motion must be denied.

19       **2. The Prior Lawsuits (and Omni’s UCC Foreclosure Sale) Are Exempt from**  
 20 **Nevada’s One Action Rule as a Matter of Sound Public Policy**

21       NRS 40.430(6)(f) is not the only statute “artfully” ignored in Plaintiff’s Motion. While  
 22 Plaintiff addresses NRS 40.430(1) at length, Plaintiff omits any discussion of NRS 40.430(2).  
 23 That provision states, “This section *must be construed* to permit a secured creditor *to realize upon*  
 24 *the collateral* for a debt or other obligation agreed upon by the debtor and creditor when the debt  
 25 or other obligation was incurred.” NRS 40.430 (2) (emphasis added). Here, however, under the  
 26 false auspices of seeking to prevent a “double” recovery, Plaintiff seeks to deny Omni any  
 27 recovery upon the collateral at issue.



1 In *Branch Banking & Tr. Co. v. Eloy Bus. Park, LLC*, 112 F. Supp. 3d 1129 (D. Nev.  
 2 2015), the Nevada District Court upheld another exemption in subsection 6 (i.e., NRS  
 3 40.430(6)(c)) in ruling that an assignee was not precluded by the one-action rule from bringing a  
 4 second action on a note to recover a deficiency. That court noted that “as Branch Banking  
 5 correctly avers, Section 6(c) explicitly exempts from the one-action rule any act or proceeding  
 6 “[t]o enforce a mortgage or other lien upon any real or personal collateral located outside of the  
 7 state which does not, except as required under the laws of that jurisdiction, result in a personal  
 8 judgment against the debtor.” *Branch Banking*, 112 F. Supp. 3d at 1137.

9 In so doing, the *Branch Banking* court cited *McDonald* for the proposition that under  
 10 Nevada Supreme Court precedent, “the purpose behind the one-action rule in Nevada is to prevent  
 11 harassment of debtors by creditors attempting double recovery by seeking a full money judgment  
 12 against the debtor and by seeking to recover the real property securing the debt.” *Id.* It went on  
 13 to explain that “the statutory scheme regarding a deficiency judgment, as a whole, is understood  
 14 as being built to prevent unjustified windfalls. *Id.* at 1142 (internal citation omitted). The *Branch*  
 15 *Banking* court emphasized that in that case, “there is no possibility that Branch Banking will  
 16 receive a double recovery.” *Id.* at 1143; *see also, e.g., Walters v. Eighth Judicial Dist. Court of*  
 17 *State ex rel. Cty. of Clark*, 127 Nev. 723, 729, 263 P.3d 231, 235 (2011) (double recovery not an  
 18 issue.) In other words, “[t]he One-Action Rule was enacted to prevent double recovery by  
 19 creditors, **not to completely deny recovery of a legal debt.** *In re Hart*, 50 B.R. 956, 960 (Bankr.  
 20 D. Nev. 1985), rejected on other grounds by *In re Pederson*, 875 F.2d 781 (9th Cir. 1989)  
 21 (emphasis added).

22 Here, double recovery is not an issue. There is no evidence before the Court that Omni  
 23 has attempted to achieve a double recovery of the debt owed to it by First 100. On the contrary,  
 24 as set forth above, the facts of the case demonstrate that Omni was and is systematically  
 25 attempting to collect upon the debt which is undeniably due and owing. Omni has been doing so  
 26 in incremental steps, pursuant to the parties’ settlement agreements. But under those agreements,  
 27 the parties—including, conspicuously, Kal-Mor—always recognized that Omni would proceed

with a nonjudicial foreclosure if it unable to receive sufficient payment from other sources. *See* Section II(F) above (*citing* Ex. A-3, p. 4 (Recital W)); §4(a) (the Omni/Kal-Mor settlement agreement "...is not intended to address or resolve any dispute between the Parties as to the Kal-Mor Real Properties....Omni reserves all rights to assert claims and conduct Enforcement Actions relating to any asset or property" referenced therein).)

**3. There is Only One "Proceeding" Concerning the Real Property at Issue and Thus the One-Action Rule Does Not Apply**

As noted above, one of the two primary purposes of the one-action rule is to avoid a multiplicity of actions. The one-action rule *prohibits* first seeking the personal recovery and then attempting, in an additional suit, to recover against the collateral. *Bonicamp v. Vasquez*, 91 P.3d 584, 586 (Nev. 2004). Omni has not initiated a second action. There is but one action here, meaning the consolidated case previously pending before the U.S. District Court. (Case No. 2:16-cv-00099). Kal-Mor was a party to that litigation and signed and approved the interlocutory judgment entered in that matter. Critically, the judgment at issue, by its express terms, provides that in the event of any dispute arising from, or concerning its terms, this Court retained jurisdiction to resolve any issues:

This judgment shall not preclude or otherwise impair any claim or defense that may exist or arise between or among the Parties with respect to a breach of the Settlement Agreement. The Court hereby retains jurisdiction (over the Parties, the Lawsuit, the Disputes, Claims, Counterclaims, and Third-Party Claims, and the Settlement Agreement (and alleged breaches thereof)), to hear any further proceedings regarding the same, if necessary or appropriate.

(Ex. D). Yet, in an attempt to misuse the one-action rule to gain and keep possession of property subject to Omni's interests, Kal-Mor—not Omni—improperly started a second action.<sup>5</sup> Kal-Mor did so to artificially create a second action appearing to invoke NRS 40.430. In doing so, Kal-Mor violated the terms of the Stipulated Judgment which it entered into by initiating a new action in state district court, no doubt as a means of seeking to escape from the terms of the Stipulated

<sup>5</sup> Moreover, making for a powerful *déjà vu*, Kal-Mor once again brought this suit in state court and sought preliminary relief to stop a valid foreclosure action.

Judgment. Such gamesmanship is not in keeping with the underlying policy purposes of protecting debtors against harassment and should be rejected by this Court.

**4. There Was No Final Judgment Here (Because There Was No “Judgment Which Imposes Personal Liability On The Debtor For The Payment Of Money And Which May Be Appealed Under The Nevada Rules Of Appellate Procedure”), And Thus The One-Action Rule Does Not Apply**

The Nevada one-action rule only applies when a “final judgment” has been rendered. See NRS 40.430 & 40.435. The term “final judgment” is a legal term of art. It is defined as “a judgment which imposes personal liability on the debtor for the payment of money and which may be appealed under the Nevada Rules of Appellate Procedure.” NRS 40.435(4). Moreover, for the one-action rule to apply, the initial judgment “*must be rendered for the amount found due the plaintiff.*” NRS 40.430(1) (emphasis added).

In addition to other deficiencies with its argument, Plaintiff appears to be focusing on (albeit still misapplying) the terms “final judgment” and “judgment” in NRS 40.435(4), but wholesale ignoring the word “and” and the clause “which may be appealed under the Nevada Rules of Appellate Procedure.” The “Stipulated Judgment” upon which Kal-Mor bases its Motion does not constitute a final, appealable judgment as defined by NRS 40.435(4) as it does not establish a final amount of damages due and owing to Omni. It thus leaves this Court with issues that may and almost certainly will need to be addressed in the future. In support of its argument, Kal-Mor wrongly alleges the following:

In connection with the First 100 Settlement, the District Court entered a Stipulated Judgment on February 16, 2017 in the First 100 Action through which *it entered final judgment in favor of Omni and against First 100 in the amount of \$4.8 million for the remaining balance of the Omni Loan* (the “First 100 Judgment”) and dismissed all claims, counterclaims, and third-party claims asserted in the First 100 Action with prejudice, reserving only the rights of the parties to enforce the First 100 Settlement.

(Motion, pp. 9 – 10, ¶28) (emphasis added). Once again, Kal-Mor’s characterization is inaccurate, incomplete, and misleading.

The Stipulated Judgment does *not* contain a final, liquidated damage amount as alleged

1 by Kal-Mor. The Stipulated Judgment actually states:

2 First 100 owes Omni a stipulated judgment debt in the amount of Four Million  
3 Eight Hundred Thousand Dollars (USD \$4,800,000), *but which amount could*  
4 *increase by a specific sum if certain conditions subsequent are not met.*

5 (Stipulated Judgment, a copy of which attached as Exhibit 24 to Darroch Declaration) (emphasis  
6 added). Kal-Mor's misrepresentation of the language used in the Stipulated Judgment is critical.  
7 The "amount due" to Omni is not set forth in the Stipulated Judgment and is subject to further  
8 revision by the Court. In fact, the judgment is really more akin to a final order entered for purposes  
9 of closing the matter on the court's docket as opposed to entry of a final, appealable judgment.

10 The Nevada Supreme Court has determined that a settlement accompanied by conditional  
11 dismissal of litigation is not a "final judgment." *Nevada First Nat'l Bank v. Lamb*, 271 P. 691  
12 (Nev. 1928). In determining whether an order or judgment is final and appealable, courts must  
13 not adopt a form over substance analysis, but rather, must focus upon the underlying substance of  
14 the document and what was actually sought to be accomplished. *Id.* In *Nevada First Nat'l Bank*  
15 the Nevada Supreme Court addressed whether the entry of a judgment for damages constituted a  
16 "final judgment" for purposes of appeal. *Id.* In that matter, the district court entered a judgment  
17 awarding the plaintiff damages and in doing so stated:

18 And it is further ordered and adjudged that this judgment be entered without  
19 prejudice, and expressly saving and reserving any and all rights of plaintiff to  
20 further proceed against said defendant for the enforcement of payment of any  
21 balance claimed to be due by plaintiff from said defendant.

22 *Id.*, 51 Nev. at 166. The Nevada Supreme Court analyzed this judgment and held it could *not* be  
23 deemed final:

24 A judgment or decree is final that disposes of the issues presented in the case,  
25 determines the cost, and leaves nothing for the future consideration of the court.  
26 When no further action of the court is required in order to determine the rights of  
27 the parties in the action, it is final; *when the cause is retained for further action it*  
28 *is interlocutory.*

*Id.* at 168 (emphasis added). The Nevada Supreme Court found that because the district court had  
retained jurisdiction for potential future matters, the judgment entered was not final and had to be

1 considered interlocutory in nature. *Id.* Similarly, here, the judgment in this matter states that the  
 2 stipulated judgment would be for the sum of \$4,800,000, but which amount may increase. (Ex.  
 3 E). Just as in *Nat'l First Bank of Tonopah*, where the district court retained the matter for future  
 4 action to increase the judgment amount, the U.S. District Court retained jurisdiction over the  
 5 previously filed suits for the exact same purpose. *Id.* Thus, the Stipulated Judgment relied upon  
 6 by Kal-Mor cannot be claimed to be final in nature and no final judgment exists for one-action  
 7 rule purposes.

8 The interlocutory nature of the Stipulated Judgment is also proven by the fact that it cannot  
 9 be executed upon. Rather than holding a "judgment" against First 100, Omni is instead party to  
 10 a settlement agreement that memorializes how certain assets are to be administered to repay the  
 11 debt. (Ex. D, Case No. 2:16-cv-00099, ECF 241). For instance, Omni cannot enforce the judgment  
 12 by executing upon First 100's assets or utilizing any of the other remedies afforded judgment  
 13 creditors. *See* NRS 21.010 *et seq.* To the contrary, upon any default by First 100, the Settlement  
 14 Agreement only permits Omni to seek relief from the Court. (Ex. A-4; Ex. E). Simply misquoting  
 15 the text of the judgment cannot convert a non-final, interlocutory order into a final appealable  
 16 judgment. Kal-Mor is judicially estopped from arguing otherwise, as it voluntarily signed the  
 17 stipulated judgment, which by its express terms acknowledged that the Court may be required to  
 18 take further action (since the Stipulated Judgment did not resolve all issues presented, particularly  
 19 with regard to the final damage amount due).<sup>6</sup>

20 It should be noted that the U.S. District Court expressly retained jurisdiction over not just  
 21 the Stipulated Judgment, but also over the "Parties, the Lawsuit, the Disputes, Claims,  
 22 Counterclaims, and Third-Party Claims, and the Settlement Agreement (and alleged breaches  
 23 thereof)". (Ex. D). Thus, although Kal-Mor argues Omni's only rights are related to enforcement

24 <sup>6</sup> Judicial estoppel applies when the following five criteria are met: (1) the same party has taken  
 25 two positions; (2) the positions were taken in judicial or quasi-judicial administrative proceedings;  
 26 (3) the party was successful in asserting the first position (i.e., the tribunal adopted the position or  
 27 taken as a result of ignorance, fraud, or mistake. *Marcuse v. Del Webb Communities, Inc.*, 163  
 28 P.3d 462, 469 (Nev. 2007).

of the underlying Settlement Agreement, the plain language of the Stipulated Judgment demonstrates that otherwise. The Court expressly included not just the Settlement Agreement but also all of the underlying claims among the parties, which would include those upon which Kal-Mor now seeks to have adjudicated pursuant to the one-action rule.

In sum, the “judgment” Kal-Mor relies on is not a final judgment. The U.S. District Court retained jurisdiction, the amount of the stipulated debt is not final, and it does not provide Omni with the ability to execute upon assets in the event of any breach. *See Nat’l First Bank of Tonopah, supra; Lee v. GNLV Corp.*, 996 P.2d 416, 417 (Nev. 2000) (defining a final judgment as one that disposes of all issues presented in the case and leaves nothing for the future consideration of the district court, except for post-judgment issues such as attorneys’ fees and costs). Instead, the “judgment” merely memorializes a settlement agreement.

#### **5. By Statute, Omni’s Collection of Rents Is Also Exempt from Nevada’s One Action Rule**

In the same way Plaintiff ignores a statute exempting Omni’s UCC action from the one-action rule, Plaintiff ignores an exemption governing Omni’s enforcement of the assignment of rents. Plaintiff’s Motion concedes that “Omni began making *demands upon tenants* occupying the Kal-Mor Properties for payment of rent Omni claimed to be entitled to collect *pursuant to various assignments of rents* contained within the Deeds of Trust. (Motion, p. 10, ¶29, citing (Darroch Decl.) (emphasis added)). Under NRS 107A.300:

‘The enforcement of an assignment of rents by one or more of the methods identified in NRS 107A.260, 107A.270 and 107A.280, the application of proceeds by the assignee under NRS 107A.310 after enforcement, the payment of expenses under NRS 107A.320 or an action under subsection 3 of NRS 107A.330 does not...6. Violate the provisions of NRS 40.430.

NRS 107A.300(6). In other words, under the plain language of the Uniform Assignment of Rents Act, the enforcement of an assignment of rents unequivocally does not violate the provisions of the one-action rule, as Plaintiff inexplicably suggests. NRS 107A.300(6).

#### **D. THERE WAS NO NOVATION OF CONTRACT REGARDING OMNI’S RIGHTS**

Plaintiff’s claim that a novation of contract has occurred is erroneous. In order to

1 demonstrate that a novation has occurred four elements must be shown: (1) there must be an  
 2 existing valid contract; (2) all parties must agree to a new contract; (3) the new contract must  
 3 extinguish the old contract; and (4) the new contract must be valid. *United Fire Ins. Co. v.*  
 4 *McClelland*, 105 Nev. 504, 508, 780 P.2d 193 (Nev. 1989). “Whether a novation occurred is a  
 5 question of fact if the evidence is such that reasonable persons can draw more than one  
 6 conclusion.” *Id.* “Moreover, the party asserting novation has the burden of proving all the  
 7 essentials of novation by *clear and convincing evidence*.” *Id.* at 509 (emphasis added). Novation  
 8 is a question of law only when the agreement and consent of the parties are unequivocal. *Id.* at  
 9 508. Notably, Plaintiff fails to inform the Court of the heightened showing required in order to  
 10 establish a novation of contract. No doubt this is due to the fact that the facts of the case  
 11 demonstrate that no novation was ever intended by Omni, nor First 100. Indeed, no evidence has  
 12 been offered other than Plaintiff’s own subjective opinion of the agreement between Omni and  
 13 First 100, however, the fact that each party consistently recognized Omni’s continued interest in  
 14 the real property defeats any allegation that any rights have been waived through a novation.

15 Plaintiff does nothing more than substitute its own subjective desire for that of Omni and  
 16 First 100. As set forth above, the facts of the case demonstrate that neither Omni nor First 100  
 17 ever intended for the settlement agreement reached to create a situation in which Omni was  
 18 waiving any rights with regard to the real property at issue. (Ex. A). Omni contends that the  
 19 settlement documents reflect a mutual understanding that Omni was not relinquishing any rights  
 20 to the real properties. However, if this Court has any doubt, it can also consider the negotiations  
 21 and conduct of the parties if it determines the settlement agreements are ambiguous. The  
 22 fundamental objective of contract construction is to ascertain the intention of the parties.  
 23 *Whiteside v. Tenet Healthcare Corp.*, 124 Cal. Rptr. 2d 580, 585 (Cal. App. Ct. 2002). When the  
 24 terms of a contract are clearly expressed, the intention of the parties is to be determined from the  
 25 language of the contract. *Ringle v. Bruton*, 86 P.3d 1032, 1039 (Nev. 2004). However, when a  
 26 contract’s terms are ambiguous, extrinsic evidence may be considered to determine the parties’  
 27 intent. *Id.* See also *Lowden Inv. Co. v. Gen. Elec. Credit Co.*, 741 P.2d 806, 809 (Nev. 1987)

1 (stating that parol evidence “is not admissible to vary or contradict the terms of a written  
2 agreement” but “is admissible to resolve ambiguities in a written instrument”). Finally, where  
3 there is doubt concerning the construction of contractual covenants, the terms should “be  
4 construed against the person seeking enforcement.” *Caughlin Homeowners Ass’n v. Caughlin*  
5 *Club*, 849 P.2d 310, 312 (Nev. 1993).

6 The best approach for interpreting an ambiguous contract is to delve beyond its express  
7 terms and “examine the circumstances surrounding the parties’ agreement in order to determine  
8 the true mutual intentions of the parties.” *Hilton Hotels v. Butch Lewis Prod.*, 808 P.2d 919, 921  
9 (Nev. 1991). This inquiry includes not only the circumstances surrounding the contract execution,  
10 but also the subsequent acts and declarations of the parties. *Trans Western Leasing v. Corrao*  
11 *Constr. Co.*, 652 P.2d 1181, 1183 (Nev. 1982). Here, the only way this can happen is for the Court  
12 to admit extrinsic evidence and allow the case to proceed through discovery and trial.

13 Here, the conduct of the parties reflects a mutual understanding and intent that Omni  
14 would pursue foreclosure actions against the real properties. (Exhibit A). The provisions in the  
15 Kal-Mor settlement documents recognizing Omni’s claims to the Kal-Mor Properties are  
16 consistent with the negotiations and discussions that occurred between Martin Boone and Greg  
17 Darroch (the principals of Omni and Kal-Mor, respectively) preceding the settlement. During  
18 those discussions, Omni repeatedly informed Kal-Mor that it intended to pursue foreclosures  
19 against the Kal-Mor Properties. (Ex. A, ¶20). Although they tried to reach a resolution that  
20 included the real properties, they were unable to do so and instead agreed on the language that  
21 appears in the settlement agreement and stipulation. (*Id.*)

22 This issue was also discussed many times between Martin Boone and Jay Bloom (First  
23 100’s principal) during negotiation of Omni’s separate settlement with First 100. (Ex. 1, ¶20).  
24 After the Omni/First 100 Settlement Agreement was executed, First 100 took affirmative steps to  
25 assist Omni with the foreclosures. For instance, on two separate occasions, First 100 executed a  
26 lost note affidavit to allow Omni to pursue the foreclosures. (Ex. A, ¶ 24; Ex. A-5; Ex. A-6).



1 **E. PLAINTIFF DID HAVE NOTICE OF OMNI'S DEEDS OF TRUST WHEN IT ACQUIRED TITLE**  
 2 **TO THE KAL-MOR PROPERTIES**

3 Kal-Mor alleges it had "no knowledge" of Omni's Deeds of Trust at the time it acquired  
 4 the Kal-Mor Real Properties. Kal-Mor's principal, Mr. Darroch, repeats that allegation many  
 5 times. (Motion, p. 3, lns. 10 - 12). Kal-Mor never revisits that allegation in its Legal Argument  
 6 (Section III), but seemingly insinuates that the Deeds of Trust were invalid and did not effectively  
 7 put it on notice. *That allegation and insinuation are wrong as a matter of fact and law.* Kal-Mor  
 8 had constructive notice (if not also actual notice) of Omni's security interests.

9 In Nevada, each County Recorder maintains a grantor/grantee index containing the deeds,  
 10 deeds of trust, and other recorded encumbrances governing its real property. NRS 247.120; NRS  
 11 247.150. As a grantor/grantee index, the records are organized by party name—not by, for  
 12 example, APN or legal description. If a party records a deed of trust in which the grantor and  
 13 grantee are properly identified, then notwithstanding any defects or other clerical errors in the  
 14 document, the deed of trust will show up in a title report.

15 As the Nevada Supreme Court has emphasized, the purpose and value of the  
 16 grantor/grantee index are to provide other potential purchasers (or lienors) with notice of prior  
 17 transfers or encumbrances. *Adaven Mgmt., Inc. v. Mountain Falls Acquisition Corp.*, 191 P.3d  
 18 1189, 1196 (Nev. 2008); *see also* NRS 247.190. "Whether or not a purchaser of real property  
 19 performs this search [of the grantor/grantee index], he or she is charged with constructive notice  
 20 of, and takes ownership of the property subject to, any interest such a title search would reveal."  
 21 *Adaven*, 191 P.3d at 1195 (emphasis added). In other words, if a creditor sufficiently complied  
 22 with Nevada's recording statutes, such that a title search would reveal its lien, its lien has priority  
 23 over any subsequent purchaser. *Id.* That later purchaser cannot quiet the creditor's lien.<sup>7</sup>

24 <sup>7</sup> *Adaven* is not an aberration. Other courts in Nevada and elsewhere embrace that same  
 25 conclusion. *See, e.g., Tai-Si Kim v. Kearney*, 838 F. Supp. 2d 1077, 1087-89 (D. Nev. 2012)  
 26 (granting a motion to dismiss, where a "search of the grantor-grantee indices would have  
 27 revealed" defendant's deed of trust, notwithstanding an incorrect legal description and APN  
 28 number); *Burns v. Citibank, N.A.*, 2013 WL 5718958 at \*3 (D. Nev. 2013) (granting a motion to  
 dismiss, where "a simple title search" would have shown the deed of trust, despite a clerical error

Here, the facts are clear; Kal-Mor had legal notice of Omni's Deeds of Trust. Kal-Mor concedes Omni filed its Deeds of Trust in May, June, and August 2014. (Motion, p.4, ¶3). Omni's Deeds of Trusts were recorded by First 100 and thus contained numerous defects, including (regarding one property) no legal description at all. (Ex. A, ¶¶8 & 9). *But there were no errors in the grantor/grantee information.* (*Id.*, at ¶9). The Clark County Recorder accepted the Deeds of Trust and inserted the information in the index. (*Id.*) A year later, on April 9 and 10, 2015, when Kal-Mor purchased the Kal-Mor Real Properties, the Deeds of Trust would have appeared in a title report. How do we know this? Attached as Exhibit A-7 are one or more title reports that Omni has procured from Nevada Title Company, at Omni's own expense, for this Court. The reports show the state of title regarding all Kal-Mor Real Properties as of when the Deeds of Trust were recorded in 2014. All four reports list Omni's Deeds of Trust as valid, existing liens. (*Id.*) Thus, when Kal-Mor complains that it had no knowledge in 2015 of Omni's Deeds of Trust, we know one of two things is true: either Kal-Mor and its principal are lying under oath, or they never bothered ordering title reports. Either way, under Nevada Supreme Court precedent, Kal-Mor is deemed to have had constructive notice of the Omni deeds of trust. *Adaven, supra.*

Kal-Mor is charged with knowledge of Omni's interests. *Adaven*, 191 P.3d at 1195. If Mr. Darroch truly had no notice of the Deeds of Trust, that is his fault (and First 100's)—not Omni's. Although constructive notice is sufficient as a matter of law, it is possible (or even likely) Mr. Darroch had actual notice of Omni's Deeds of Trust. At the time Omni extended its loan to First 100 and received the Deeds of Trust as security, Mr. Darroch and First 100 were not independent parties. (Case No. 2:16-cv-00099, ECF 27-22). Mr. Darroch owned an equity stake in First 100. (*Id.*) He had a statutory right to review, at any time, First 100's "complete records regarding the

in its legal description); *Telegraph RD Trust v. Bank of America, N.A.*, 383 P.3d 754 at \*2 (Nev. 2016) (unpublished) (holding that a thorough review of the public records would have identified the unrecorded deed of trust, so the creditor's interest trumped); *Freedom Mortg. Corp. v. Trovare Homeowners Ass'n*, 2014 WL 712664 (D. Nev. 2014) (reversed on other grounds 613 Fed. Appx. 668 (9th Cir. 2015) (unpublished)); *Huntington v. Mila, Inc.*, 75 P.3d 354, 356 (Nev. 2003); *Allison Steel Mfg. Co. v. Bentonite, Inc.*, 471 P.2d 666, 669 (Nev. 1970); and *Manicom v. CitiMortgage, Inc.*, 336 P.3d 1274, 1279 (Ariz. Ct. App. 2014).

activities and the status of the business and financial condition of the company,” as well as financial statements, charter documents, and member and manager lists. NRS 86.241(2). It defies logic that he had no knowledge of the \$5 million loan terms agreed to by First 100 and Omni—short of his exercising no due diligence whatsoever.

**F. OMNI IS ENTITLED TO DISCOVERY PURSUANT TO RULE 56(F)**

NRCP 56(f) gives the court reviewing a motion for summary judgment broad discretion to deny or continue the motion if the nonmoving party needs time to discover essential facts. *California Union Ins. Co. v. American Diversified Sav. Bank*, 914 F.2d 1271, 1278 (9th Cir. 1990). Although a party may move for summary judgment at any time district courts should grant a Rule 56(d) motion when the nonmoving party has not had a “realistic opportunity to pursue discovery relating to its theory of the case.” *Burlington N. Santa Fe R. Co. v. Assiniboine & Sioux Tribes of Fort Peck Reservation*, 323 F.3d 767, 773 (9th Cir. 2003). In fact, where the nonmoving party has not had the opportunity to discover any information essential to its theory of the case, the Supreme Court has “restated the rule as requiring, rather than merely permitting, discovery.” *Metabolife Int’l, Inc. v. Wornick*, 264 F.3d 832, 846 (9th Cir. 2001)(citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 250 n.5 (1986)). To be entitled to Rule 56(f) discovery, the nonmoving party must identify facts showing there is a genuine issue for trial. *Hull v. State of Hawaii*, 791 F.2d 759, 761 (9th Cir. 1986).

Omni is entitled to take discovery under Rule 56(f) to support its defenses. The Declarations of Martin Boone and Robert Hernquist demonstrate ample facts that would require discovery. (Exhibits A & C). Somewhat amazingly, despite the protracted prior litigation among the parties, relatively little discovery took place. More to the point, *none* of that discovery focused on the parties’ actions, thoughts, and intentions regarding the subject of the current proceedings i.e., the nine Kal-Mor Real Properties, whether or to what extent the parties adjudicated and settled their rights and interests in those properties, and the validity of Omni’s foreclosure proceedings over those parcels. In light of that lack of discovery, summary judgment should be denied pursuant to Rule 56(d), with appropriate discovery ordered.

V. CONCLUSION

For the foregoing reasons, Plaintiff's Motion for Summary Judgment should be denied in its entirety.

HOWARD & HOWARD ATTORNEYS PLLC

By: /s/ Robert Hernquist

Robert Hernquist, Nevada Bar No. 10616

Mark Gardberg; Nevada Bar No. 10879

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*Attorneys for Defendant Omni Financial, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Howard & Howard Attorneys PLLC, and that on the 14th day of August 2018, I caused to be served a copy of foregoing *Opposition To Motion For Partial Summary Judgment* in the following manner:

(ELECTRONIC SERVICE). The above-referenced document was electronically filed and served upon the parties listed below through the Court's Case Management and Electronic Case Filing system:

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/s/ Robert Hernquist  
Howard & Howard Attorneys PLLC

|              |  |
|--------------|--|
| Exhibit A    | Declaration of Martin Boone                                  |
| Exhibit A-1  | Loan Agreement   |
| Exhibit A-2  | UCC Filings of Omni Financial                                |
| Exhibit A-3  | Kal-Mor-USA Settlement Agreement                             |
| Exhibit A-4  | First 100, LLC Settlement Agreement                          |
| Exhibit A-5  | Lost Note Email  |
| Exhibit A-6  | Email regarding additional communication regarding Lost Note |
| Exhibit A-7  | Title Reports  |
| Exhibit A-8  | Prenpocia UCC filing   |
| Exhibit A-9  | Daroch UCC filing  |
| Exhibit A-10 | IRS UCC filing   |
| Exhibit A-11 | Notice of Default  |
| Exhibit A-12 | Second Notice of Default                                     |
| Exhibit A-13 | Forbearance Agreement  |
| Exhibit A-14 | Notification of Disposition of Collateral                    |
| Exhibit A-15 | Second Notice of Default                                     |
| Exhibit A-16 | Bills of Sale  |
| Exhibit B    | U.S. District Court Order                                    |
| Exhibit C    | Robert Hernquist Declaration                                 |
| Exhibit D    | Stipulated Judgment  |
| Exhibit E    | Stipulated Entry of Order and Judgment (Kal-Mor)             |
| Exhibit F    | Correspondence regarding refusal to turn over assets         |
| Exhibit G    | E-mail correspondence from Jay Bloom                         |
| Exhibit H    | TRO Order  |
| Exhibit I    | Counterclaim filed by Omni Financial                         |
| Exhibit J    | Stipulation and order re: Kal-Mor                            |
| Exhibit K    | Balance Sheet of First 100, LLC                              |

# EXHIBIT “A”

# EXHIBIT “A”

**DECLARATION OF MARTIN BOONE**

Martin Boone, being first duly sworn, depose and say that I have personal knowledge of and am competent to testify to the following facts:

1. I am Martin Boone, a principal of Defendant Omni Financial, LLC ("Omni"). I am over the age of 18 and mentally competent. I have personal knowledge of the facts in this matter and if called upon to testify, could and would do so.

2. I make this declaration in support of *Defendant Omni Financial, LLC's Opposition to Plaintiff's Motion for Partial Summary Judgment* ("Omni's Opposition") in *Kal-Mor USA LLC v. Omni Financial LLC et al.*, Case No.: A-17-757601-C.

3. Omni Financial LLC, Orbis Financial LLC and Firmus Financial LLC (collectively, "Omni") are entities in the business, among other things, of making real estate-backed loans.

4. In 2014, First 100 submitted a loan request to Omni. On May 27, 2014, First 100 and Omni entered into a Loan Agreement (as amended and supplemented, the "Loan Agreement"), under which Omni would loan First 100 a maximum of \$5,000,000 (the "Loan") to finance purchases of HOA receivables. As part of that Loan, First 100 (as obligor) executed a Promissory Note dated May 27, 2014 in favor of Omni. First 100 (as pledgor) also entered into a Security Agreement dated May 27, 2014 with Omni. True and correct copies of these Loan Documents were previously submitted in Case No. 2:16-cv-00099-RFB-CWH (D. Nev.) (the "First 100 Lawsuit") and are attached to this Declaration as Exhibit A-1.

5. Unbeknownst to Omni when it extended that Loan, First 100 and Kal-Mor were not independent parties. Documents produced in the First 100 Lawsuit indicated that Greg Darroch—Kal-Mor's principal—owned equity in First 100. Upon information and belief, he still does.

6. On May 29, 2014, Omni filed UCC-1 financing statements with both the Florida Secretary of State and Nevada Secretary of State to evidence its security interest. True and correct copies of those UCC-1 financing statements were previously submitted as ECF 27-6 in Case No. 2:16-cv-00099 (D. Nev.). When Omni filed those UCC-1s, no other entity had an

1 existing UCC-1 against First 100. Thus, Omni thus holds a first-priority security interest against  
2 First 100's personal property.

3 7. First 100 also executed deeds of trust in Omni's favor (the "Omni Deeds of  
4 Trust"). Those Deeds of Trust encumbered, as security for the Loan, approximately thirty  
5 properties in Nevada. Kal-Mor contends it subsequently purchased and currently owns nine of  
6 those thirty parcels (the "Kal-Mor Real Properties").

7 8. Unfortunately, some of Deeds of Trust prepared by First 100 contained drafting  
8 errors.

9 9. For instance, some of the Deeds of Trust contained clerical problems in need of  
10 correction. First 100 had recorded the May, June, and August 2014 Deeds of Trust (as defined in  
11 Kal-Mor's Motion, p. 4, ¶3), but erred with certain legal descriptions. Critically, though, there  
12 were no errors in the grantor/grantee information, meaning they were valid liens and a title  
13 company report would have identified them as an encumbrance. Although the title company  
14 advised Omni that the Deeds of Trust were valid documents, it advised Omni to rerecord the  
15 Deeds of Trust with corrected legal descriptions. Omni pressed First 100 to fix them, but all  
16 through 2014 and 2015, First 100 failed to do so.

17 10. In April and May of 2015, Kal-Mor purchased the Kal-Mor Real Properties at  
18 issue in this Motion. Upon information and belief, Kal-Mor began collecting rents from the  
19 tenants of those Properties.

20 11. A month later, on May 13, 2015, Mr. Darroch filed a UCC-1 financing statement  
21 against First 100, claiming he had loaned money to First 100 and was granted a security interest  
22 in certain HOA receivables. Based on his filing date, Mr. Darroch's interest was fourth in  
23 priority, behind the interests of Omni, the IRS, and PrenPoinciana, respectively.

24 12. Prior to Kal-Mor's purchases and loan, First 100 committed the first of numerous  
25 breaches of the Omni Loan. Among other things, it failed to: (i) pay principal and interest when  
26 due; (ii) cure the defects in the Omni Deeds of Trust; (iii) properly prosecute and enforce the  
27 HOA receivables; and (iv) provide Omni with required monthly, quarterly, and annual financial  
28 statements.



1           13.     Omni issued a notice of default on April 8, 2015, a true and correct copy of which  
2 is attached hereto as **Exhibit A-11**. First 100 failed to respond, forcing Omni to hire legal counsel.  
3 On November 2, 2015, Omni sent First 100 a second notice of default, categorizing its breaches in  
4 more detail. That notice accelerated the Loan and demanded payment in full, a true and correct  
5 copy of which is attached hereto as **Exhibit A-12**.

6           14.     Throughout November 2015, First 100 and Kal-Mor repeatedly promised Omni  
7 that Kal-Mor would buy out the Loan at full face value. At times, they promised that a \$4 million  
8 pay-off would be wired within hours. Kal-Mor's counsel delivered a draft loan assignment  
9 agreement to Omni on November 20, 2015, and Omni responded with a revised draft a few days  
10 later. Negotiations continued into early December, until Kal-Mor's counsel simply "went  
11 dark"—declining to respond to any email or phone messages. To this day, Omni does not know if  
12 Kal-Mor was sincere or if the payoff promises were a mere delay tactic.

13           15.     First 100 then asked Omni for a forbearance. Omni and First 100 entered into a  
14 Forbearance Agreement dated December 18, 2015, and a related Addendum three days later, a  
15 true and correct copy of which is attached as **Exhibit A-13**. Omni agreed to forego foreclosure in  
16 exchange for various First 100 promises, including (i) delivery of financial statements by  
17 December 18<sup>th</sup> and (ii) a \$270,500 payment by December 28<sup>th</sup>. Both deadlines came and went  
18 with no performance: First 100 eventually violated virtually every single forbearance term. Given  
19 those immediate defaults, Omni suspected the forbearance was another delay tactic, the aim of  
20 First 100 and Kal-Mor—acting in concert—being to delay foreclosure and further stifle Omni.

21           16.     Given First 100's then year-old payment default, Omni noticed a UCC sale  
22 pursuant to NRS Chapter 104, by issuing a "Notification of Disposition of Collateral" dated (the  
23 "1<sup>st</sup> UCC Notice"), a true and correct copy of which is attached hereto as **Exhibit A-14**. In  
24 response, First 100 filed suit and sought an emergency, *ex parte* TRO to stop the sale. A few  
25 days later, Kal-Mor filed a separate lawsuit against Omni which was also removed. A second  
26 "Notification of Disposition of Collateral of *Personal Property* of First 100, LLC dated April 1,  
27 2016 (the "2<sup>nd</sup> UCC Notice") was subsequently sent as well, a true and correct copy of which is  
28 attached hereto as **A-15**.

1           17. Omni held the UCC sale on May 25, 2016. The resulting "Bills of Sale" only  
2 covered those eight lots of personalty. (Ex. A-16).

3           18. From the Fall of 2015 through January of 2017, I was in near-constant  
4 communication with Jay Bloom of First 100 and Greg Darroch of Kal-Mor regarding possible  
5 settlement.

6           19. During that time period, I exchanged numerous emails and had numerous  
7 telephone conversations with Mr. Darroch. Throughout our discussions and negotiations, I  
8 repeatedly stated that Omni intended on foreclosing on the twenty-four properties pledged by  
9 First 100 to Omni as collateral for the Loan. We considered numerous potential settlement  
10 scenarios, some of which included a resolution of the real property. However, we were never  
11 able to reach an agreement regarding the Kal-Mor Properties. Accordingly, we agreed to settle  
12 our disputes regarding our claims to First 100's personal property (such as the HOA lien  
13 portfolios) with both Omni and Kal-Mor reserving all claims and defenses relating to the real  
14 property. In other words, we agreed that our settlement would not impact either party's ability  
15 to assert claims and defenses relating to the real property. Our mutual intent is reflected in the  
16 written settlement agreement Omni and Kal-Mor executed, a true and correct copy of which is  
17 attached as **Exhibit A-3**.

18           20. Similarly, during my communications with Mr. Bloom I also consistently stated  
19 that Omni intended to foreclose on the properties pledged by First 100 to Omni as collateral for  
20 the Loan. During those discussions, Mr. Bloom repeatedly told me that Omni was still secured  
21 by the deeds of trust and we also discussed the fact that any proceeds from foreclosures on those  
22 properties would be credited to stipulated debt. Thus, at the time that Omni's settlement with  
23 First 100 was negotiated and executed it was our mutual intent and understanding that Omni  
24 would maintain its security interest in the real properties and pursue foreclosures against those  
25 properties.

26           21. The written settlement agreement with First 100 did not include the carve-out  
27 language that was included in the written settlement agreement with Kal-Mor, but only because  
28 that issue—i.e., Omni's foreclosure on Kal-Mor Real Properties—was irrelevant to First 100.

1 First 100 knew Omni would proceed with real property foreclosures, but expressly including  
2 that in the First 100 Settlement would have been a *non-sequitur*, because First 100 no longer  
3 had any real property for Omni to foreclose upon (other than the four properties First 100 still  
4 held title to, and agreed to transfer to Omni as part of the settlement). Other than those four  
5 parcels, only the twenty-four third party properties remained. A true and correct copy of  
6 Omni's written settlement agreement with First 100 is attached as **Exhibit A-4**.

7 22. The written settlement agreement with First 100 reflects that mutual intent. In  
8 Section 8(e) Omni required First 100 to confirm that "in transferring the Real Properties...to  
9 third parties, [First 100] provided all of those third parties, prior to closing the transfer  
10 transaction, with actual notice of the existence of Omni's first-priority security interest in those  
11 Real Properties." Omni included this language because it would foreclose on the 24 properties  
12 at issue and anticipated baseless motions like the one here.

13 23. Had Omni intended to obtain a judgment on its debt and forfeit its Deeds of  
14 Trust, none of the language above from the Kal-Mor or First 100 Settlements would have had  
15 any purpose.

16 24. Shortly after settling, Omni's counsel notified First 100 that Omni would be  
17 foreclosing but could not locate the original Promissory Note. In lieu of the original, Omni's  
18 title company requested that First 100 provide a "Lost Note Affidavit." First 100 signed and  
19 returned a Lost Note Affidavit on January 30, 2017, and signed and returned another version on  
20 April 21, 2017. A true and correct copy of an email exchange dated January 30, 2017 between  
21 myself and Jay Bloom including the Lost Note Affidavit he attached to that email is attached as  
22 **Exhibit A-5**, and a true and correct copy of an email exchange dated April 21, 2017, between  
23 counsel for Omni and First 100 reflecting this is attached as **Exhibit A-6**. In neither instance  
24 did First 100 challenge Omni's course of action or claim that the parties had intended, in their  
25 settlement, that Omni forfeited its real property liens.

26 25. In late September and early October of 2016, Omni sent letters to all 24  
27 properties, including the nine Kal-Mor Real Properties, directing tenants to pay rents not to their  
28 property owners and/or managers, but directly to Omni. Notably, these demands for rents were

1 served before Omni reached a settlement with Kal-Mor. Omni copied those letters to First 100  
2 and Kal-Mor, thereby triggering NRS 107A.270, obligating the assignor to remit any rents  
3 received by them (instead of by the creditor). To date, however, Omni has only received rents  
4 from two of the nine tenants of the Kal-Mor Real Properties (and Kal-Mor responded by  
5 attempting to evict one of those tenants). Kal-Mor improperly refuses to hand over the bulk of  
6 those rents. Upon information and belief, Kal-Mor's primary motivation for delaying Omni's  
7 foreclosure is to continue unlawfully pocketing those rents.

8 26. Following settlement of the federal case regarding First 100's personalty, Omni  
9 turned to foreclosing on the 23 real properties lien by its Deeds of Trust. On May 15, 2017,  
10 Omni caused a Notice of Breach and Election to Sell under Deeds of Trust (the "Notice of  
11 Default") to be recorded with the Clark County Recorder's Office. After the mandatory three-  
12 month waiting period required by statute, Omni cause the Trustee to record a "Notice of Trustee  
13 Sale." The Notice of Sale scheduled the foreclosure for September 12, 2017.

14 27. In its Motion, Kal-Mor argues that it had no notice of the Omni deeds of trust at  
15 the time it purchased the Kal-Mor Properties from First 100. Omni has ordered title reports for  
16 all of the Kal-Mor Properties, with the expectation that all of those title reports will show that  
17 the Omni deeds of trust were all a matter of public record. Omni has received four of those title  
18 reports, and all four show that the Omni deeds of trust would have been discoverable had Kal-  
19 Mor obtained a title report. True and correct copies of these title reports are collectively  
20 attached as **Exhibit A-7**.

21 28. Due to Kal-Mor's lawsuit, Omni has voluntarily continued the trustee sales on  
22 the Kal-Mor Properties to a date to be determined.

23  
24  
25 8-12-18

26 Date



Martin Boone

EXHIBIT “A-1”

EXHIBIT “A-1”

**LOAN AGREEMENT**

**by and among**

**First 100, LLC,**

**as Borrower,**

**1<sup>st</sup> ONE HUNDRED HOLDINGS, LLC, JAY BLOOM, MATTHEW FARKAS,  
CHRIS MORGANDO, AND CARLOS CARDENAS**

**as Guarantors**

**and**

**Omni Financial LLC**

**as Lender**

**May 27, 2014**

## LOAN AGREEMENT

**LOAN AGREEMENT** (this "**Agreement**") dated as of May 27, 2014 (the "**Effective Date**") among Omni Financial LLC, a California limited liability company acting the lead participating lender (collectively, the "**Lender**"), First 100, LLC, [a Nevada limited liability company], as borrower ("**Borrower**") and 1" ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company ("**Parent**") and Jay Bloom, Matthew Farkas, Chris Morgando, Carlos Cardenas (Parent, Bloom, Farkas, Morgando and Cardenas are collectively referred to herein as "**Guarantor**." The parties agree as follows:

### 1. ACCOUNTING AND OTHER TERMS; DEFINITIONS

**1.1. Accounting and Other Terms.** As used in this Agreement, the Note, any other Loan Document, or any certificate, report or other document made or delivered pursuant to this Agreement, accounting terms not defined in Section 1.2 or elsewhere in this Agreement and accounting terms partly defined in Section 1.2 to the extent not defined, shall have the respective meanings given to them under GAAP; *provided, however*, whenever such accounting terms are used for the purposes of determining compliance with financial covenants in this Agreement, such accounting terms shall be defined in accordance with GAAP as applied in preparation of the audited financial statements of Borrower, if any. If at any time any change in GAAP would affect the computation of any financial ratio set forth in any Loan Document, and Borrower or Lender shall so request, Lender and Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to approval by Lender and Borrower); *provided that*, until so amended, such ratio shall continue to be computed in accordance with GAAP prior to such change therein, and Borrower shall provide to Lender within five days after delivery of each certificate or financial report required hereunder that is affected thereby a written statement of a Responsible Officer of Borrower setting forth in detail the differences (including any differences that would affect any calculations relating to the financial covenants) that would have resulted if such financial statements had been prepared without giving effect to such change. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Section 1.2. All other terms contained in this Agreement, unless otherwise indicated, shall have the meaning provided by the Code to the extent such terms are defined therein.

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. Each reference to a Section, an Exhibit or a Schedule shall be deemed to refer to a Section, an Exhibit or a Schedule, as applicable, of this Agreement, as modified or supplemented pursuant to the terms hereof. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and *vice versa*. All references to statutes (including the Code) and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which Lender is a party, including, without limitation, references to any of the other Loan Documents, shall include any and all modifications or amendments thereto and any and all

extensions or renewals thereof. All references herein to the time of day shall mean the time in Nevada. A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default that is capable of being cured, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by Lender. Wherever the phrase "to the best of Borrower's knowledge" or words of similar import relating to the knowledge or the awareness of any Borrower are used in this Agreement or other Loan Documents, such phrase shall mean and refer to (i) the actual knowledge of a senior officer of Borrower or (ii) the knowledge that a senior officer would have obtained if he had engaged in good faith and diligent performance of his duties, including the making of such specific inquiries as may be necessary of the employees or agents of Borrower and a good faith attempt to ascertain the existence or accuracy of the matter to which such phrase relates.

**1.2. Definitions.** As used in the Loan Documents, the word "shall" is mandatory, the word "may" is permissive, the word "or" is not exclusive, the words "includes" and "including" are not limiting, the singular includes the plural, and numbers denoting amounts that are set off in brackets are negative. As used in this Agreement, the following capitalized terms have the following meanings:

"**Account**" is any "account" as defined in the Code with such additions to such term as may hereafter be made, and includes, without limitation, all accounts receivable and other sums owing to any Borrower.

"**Account Debtor**" is any "account debtor" as defined in the Code with such additions to such term as may hereafter be made.

"**Advance**" or "**Advances**" means an advance (or advances) under the Loan.

"**Advance Maturity Date**" means the date that is four (4) months from the applicable Funding Date, subject to an automatic 60 day extension.

"**Affiliate**" is, with respect to any Person, each other Person that directly or indirectly controls, or is controlled, or is under common control with such first Person. The term "control" means (a) the power to vote ten percent (10%) or more of the securities or other equity interests of a Person having ordinary voting power or (b) the possession, directly or indirectly, of any other power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, contract or otherwise.

"**Agreement**" is defined in the preamble hereof.

"**Anti-Terrorism Laws**" means any applicable laws relating to terrorism or money laundering, including Executive Order No. 13224, the USA PATRIOT Act, the applicable laws comprising or implementing the Bank Secrecy Act, and the applicable laws



administered by the United States Treasury Department's Office of Foreign Asset Control (as any of the foregoing applicable laws may from time to time be amended, renewed, extended, or replaced).

**"Availability Amount"** is the Loan minus the outstanding principal balance of any Advances.

**"Borrower"** is defined in the preamble hereof.

**"Borrower Funded Capital"** is that portion of the purchase price of Eligible Receivables that Borrower may fund, in Cash, toward the purchase of such Eligible Receivables; provided, however, that such Borrower Funded Capital may consist of Cash contributed by Borrower in prior acquisitions of Eligible Receivables and for which Borrower has not yet received any repayment of capital.

**"Borrower's Books"** are all Borrower's books and records including ledgers, federal and state tax returns, records regarding Borrower's assets, liabilities, Collateral, business operations or financial condition.

**"Borrowing Resolutions"** are Borrower's resolutions approving the Loan Documents and the transactions contemplated thereby, together with a certificate executed by an appropriate officer of Borrower certifying that (a) such Person has the authority to execute, deliver, and perform its obligations under each of the Loan Documents to which it is a party, (b) that attached as Exhibit A to such certificate is a true, correct, and complete copy of the resolutions then in full force and effect authorizing and ratifying the execution, delivery, and performance by such Person of the Loan Documents to which it is a party, (c) the name(s) of the Person(s) authorized to execute the Loan Documents on behalf of such Person, together with a sample of the true signature(s) of such Person(s), and (d) that Lender may conclusively rely on such certificate unless and until such Person shall have delivered to Lender a further certificate canceling or amending such prior certificate.

**"Budget"** is defined in Section 5.2(i) hereof.

**"Business Day"** is any day that is not a Saturday, Sunday or other day on which banking institutions in the State of Nevada are authorized or required by law or other governmental action to close.

**"Cash"** means unrestricted cash and Cash Equivalents.

**"Cash Equivalents"** means (a) marketable securities issued, or directly, unconditionally and fully guaranteed or insured, by the United States or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than one (1) year from the date of acquisition by such Person, (b) time deposits and certificates of deposit of Lender or any commercial bank having, or which is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia having, capital and surplus aggregating in excess of \$500,000,000 and a rating of

"A" (or such other similar equivalent rating) or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act) with maturities of not more than one year from the date of acquisition by such person, (c) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (a) above entered into with any person meeting the qualifications specified in clause (b) above, (d) commercial paper issued by any person incorporated in the United States having one of the two highest ratings obtainable from S&P or Moody's, in each case maturing not more than one year after the date of acquisition by such person, (e) investments in money market funds at least 95% of whose assets are comprised of securities of the types described in clauses (a) through (d) above, and (f) demand deposit accounts maintained in the ordinary course of business with any bank meeting the qualifications specified in clause (b) above.

**"Change in Control"** means any event, transaction, or occurrence as a result of which (a) any "person" (as such term is defined in Sections 3(a)(9) and 13(d)(3) of the Exchange Act) is or becomes a beneficial owner (within the meaning Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of securities of Borrower, representing more than 20% of the combined voting power of Borrower's then outstanding securities; or (b) during any period of twelve consecutive calendar months, the individuals who at the beginning of such period constituted the Board of Directors of Borrower (together with any new directors whose election by the Board of Directors of Borrower was approved by a vote of not less than two-thirds of the directors then still in office who either were directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason other than death or disability to constitute a majority of the directors then in office.

**"Closing"** is the date on which Borrower and the Seller of Eligible Receivables agree on the terms and conditions upon which Borrower will purchase the Eligible Receivables from such Seller with proceeds of an Advance.

**"Code"** is the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of Nevada; *provided*, that, to the extent that the Code is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article 8 or Article 9 shall govern; *provided further*, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Lender's Lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of Nevada, the term **"Code"** shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions.

**"Collateral"** is any and all properties, rights and assets of Borrower described in the Security Agreement and the Deeds of Trust/Mortgages.

**"Collateral Account"** is any Deposit Account, Securities Account, or Commodity Account, including but not limited to funds held in trust by Servicing Agents.

**"Commodity Account"** is any "commodity account" as defined in the Code with such additions to such terms as may hereafter be made.

**"Compliance Certificate"** is that certain certificate in the form attached hereto as Exhibit B.

**"Contingent Obligation"** is, for any Person, any direct or indirect liability, contingent or not, of that Person for (a) any indebtedness, lease, dividend, letter of credit or other obligation of another such as an obligation, in each case, directly or indirectly guaranteed, endorsed, co-made, discounted or sold with recourse by that Person, or for which that Person is directly or indirectly liable; (b) any obligations for undrawn letters of credit for the account of that Person; and (c) all obligations from any interest rate, currency or commodity swap agreement, interest rate cap or collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; but "Contingent Obligation" does not include endorsements in the ordinary course of business. The amount of a Contingent Obligation is the stated or determined amount of the primary obligation for which the Contingent Obligation is made or, if not determinable, the maximum anticipated liability for it determined by the Person in good faith; but the amount may not exceed the maximum of the obligations under any guarantee or other support arrangement.

**"Copyrights"** are any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret.

**"Current Assets"** means the current assets of a Person as defined under GAAP, excluding Accounts if owed by an account debtor who is a supplier, employee or parent, Subsidiary or other Affiliate of such Person, and pre-paid items.

**"Current Liabilities"** means current liabilities of a Person as defined under GAAP.

**"Default"** shall mean an event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

**"Default Rate"** is defined in Section 2.4(c).

**"Deposit Account"** is any "deposit account" as defined in the Code with such additions to such terms as may hereafter be made.

**"Diligence Package"** means the set of documents to be provided by Borrower to Lender in connection with the purchase of Eligible Receivables, which shall include, but not be limited to, the following documents:

- (a) Evidence satisfactory to Lender that the Receivables to be purchased constitute Eligible Receivables;

(b) access to the company's virtual data room and the contents therein;

(c) Drafts of the Purchase Documents to be executed by Borrower and the applicable Seller;

(d) Access to all data and information concerning the Receivables collected by Borrower; and

(e) Customary representations and warranties of Borrower and the applicable Seller.

"Dollars," "dollars" or use of the sign "\$" means only lawful money of the United States and not any other currency, regardless of whether that currency uses the "\$" sign to denote its currency or may be readily converted into lawful money of the United States.

"Domestic Subsidiary" means a Subsidiary organized under the laws of the United States or any state or territory thereof or the District of Columbia.

"EBITDA" shall mean (a) Net Income, plus (b) Interest Expense, plus (c) to the extent deducted in the calculation of Net Income, depreciation expense and amortization expense, plus (d) income tax expense plus (e) any other non-cash non-recurring losses, minus (f) any non-cash non-recurring gains.

"Effective Date" is defined in the preamble hereof.

"Eligible Receivables" mean Receivables that meet the following criteria:

(a) The Seller is an HOA;

(b) Each account receivable in the portfolio to be purchased by Borrower is an assessment owed to the HOA that is acting as the Seller and which the owner of the underlying real property is bound, by contract, statute or otherwise, to pay such assessment to the HOA.

(c) The Estimated Value of the real property underlying the Receivables is not less than fourteen (14) times the purchase price of the Receivables;

(d) The purchase price of the Receivables is not more than either (a) the sum of the "Super Lien" portion of the amount owed to the HOA (assessments and collection costs) on each of the individual real properties underlying the Receivables or (b) more than three (3) times the monthly market rent that can be generated from renting the individual real properties underlying the Receivables;

(e) In the event there are tax liens filed on the underlying real property, the Loan Parties covenant that they will extinguish such tax liens prior to such tax liens negatively affecting the Lender's security interest in the Receivables through

the loss of a property to tax sale after the expiration of any redemption period that may exist under state law;

(f) Each of the real properties underlying the Receivables is cleared for auction within two hundred seventy (270) days of Borrower's acquisition of the Receivables; and

(g) The Receivables and the underlying real properties are located in jurisdictions subject to "Super Lien" laws under the uniform act, or the equivalent as may be codified under applicable state law.

**"Environmental Laws"** means any present or future federal, state or local law, rule, regulation or order relating to pollution, waste, disposal or the protection of human health or safety, plant life or animal life, natural resources or the environment.

**"Equipment"** is all "equipment" as defined in the Code with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

**"ERISA"** is the Employee Retirement Income Security Act of 1974, and its regulations.

**"Estimated Value"** is, for purposes of determining whether a Receivable is an Eligible Receivable, the average value of the applicable real property as obtained from no less than three (3) online service providers, such as Zillow.com, Trulia.com and the like.

**"Event of Default"** is defined in Section 7.

**"Exchange Act"** is the Securities Exchange Act of 1934, as amended.

**"Executive Order No. 13224"** means the Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, as the same has been, or shall hereafter be renewed, extended, amended or replaced from time to time.

**"Final Notice of Borrowing"** is defined in Section 3.3(b).

**"Fixed Charge Coverage Ratio"** means, with respect to any fiscal period, the ratio of (a) EBITDA for such period less Unfinanced Capital Expenditures made during such fiscal period less cash taxes paid by Borrower during such fiscal period less any cash dividends or distributions made by Borrower during such period to (b) all Senior Debt Payments made during such period.

**"Foreign Subsidiary"** means any Subsidiary which is not a Domestic Subsidiary.

**"Funding Date"** is any date on which an Advance is made, which shall be a Business Day.

**"GAAP"** shall mean generally accepted accounting principles in the United States in effect from time to time.

**"General Intangibles"** is all "general intangibles" as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation, all Intellectual Property, claims, income and other tax refunds, security and other deposits, payment intangibles, contract rights, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.

**"Governmental Approval"** is any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

**"Governmental Authority"** is any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

**"Guarantor"** is any present or future guarantor of the Obligations. As of the Effective Date, Parent, Jay Bloom, Matthew Farkas, Chris Morgando and Carlos Cardenas are the only Guarantors.

**"Guaranty"** means a Guaranty executed by a Guarantor, in substantially the form attached hereto as Exhibit A.

**"Hazardous Material"** means all or any of the following: (a) substances that are defined or listed in, or otherwise classified pursuant to, any Environmental Laws or regulations as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic substances" or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity; (b) oil, petroleum or petroleum derived substances, natural gas, natural gas liquids or synthetic gas and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; (c) any flammable substances or explosives or any radioactive materials; and (d) asbestos in any form or electrical equipment which contains any oil or dielectric fluid containing polychlorinated biphenyls.

**"HOA"** means a homeowners association, condominium association, cooperative, common interest development, or community management association, as applicable.

**"HOA Deeds"** are deeds for real property located in an association governed by an HOA which are held by such HOA following its purchase of same from a foreclosure sale, deed of trust or otherwise.

**"HOA Receivables"** are the accounts receivable generated and collected by an HOA on account of assessments payable to such HOA by an owner of real property that is required to pay such assessments by operation of contract, law, or otherwise.

**"Increased Tax Burden"** means the additional federal taxes assumed to be payable by a member of Borrower as a result of Borrower's status as a limited liability company as evidenced and substantiated by the tax returns filed by Borrower as a limited liability company, with such taxes being calculated for all members at the highest marginal rate applicable to any member.

**"Indebtedness"** is (a) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) capital lease obligations, or (d) Contingent Obligations.

**"Initial Advance"** means the first Advance to be made under the Loan, which Advance shall be made on the Effective Date.

**"Initial Notice of Borrowing"** is defined in Section 3.3(a).

**"Insolvency Proceeding"** is any proceeding by or against any Person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, or proceedings seeking dissolution, liquidation, reorganization, arrangement, or other relief.

**"Intellectual Property"** means all of each Borrower's right, title, and interest in and to the following:

- (a) its Copyrights, Trademarks and Patents;
- (b) any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how, operating manuals;
- (c) any and all source code;
- (d) any and all design rights;
- (e) any and all claims for damages by way of past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above;

(f) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(g) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(h) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

**"Intellectual Property Claim"** means the assertion by any Person of a claim (whether asserted in writing, by action, suit or proceeding or otherwise) that Borrower's ownership, use, marketing, sale or distribution of any Inventory is violative of any ownership of or right to use any Intellectual Property of such Person.

**"Interest Expense"** means for any period, interest expense (whether cash or non-cash) determined in accordance with GAAP for the relevant period ending on such date, including, in any event, interest expense with respect to any Loan and other Indebtedness of Borrower and its Subsidiaries, including, without limitation or duplication, all commissions, discounts, or related amortization and other fees and charges with respect to letters of credit and bankers' acceptance financing and the net costs associated with interest rate swap, cap, and similar arrangements, and the interest portion of any deferred payment obligation (including leases of all types).

**"Interest Payment Date"** means, the first day of each calendar month (or, if that day of the calendar month does not fall on a Business Day, then on the first Business Day following such date); provided, however, that the first Interest Payment Date shall be October 1, 2014 subject to a 60 extension as provided in Section 2.3.(b).

**"Inventory"** is all "inventory" as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including without limitation such inventory as is temporarily out of any Borrower's custody or possession or in transit and including any returned goods and any documents of title representing any of the above.

**"Investment"** is any beneficial ownership interest in any Person (including stock, partnership interest or other securities), and any loan, advance or capital contribution to any Person.

**"Investment Agreement"** is that certain Investment Agreement executed and delivered by Borrower and Parent to Lender dated as of Effective Date.

**"IP Agreement"** is that certain Trademark Collateral Security Agreement executed and delivered by Borrower to Lender dated as of Effective Date.



**"Lender"** is defined in the preamble hereof.

**"Lender Expenses"** are all audit and field exam fees and expenses, costs, and expenses (including attorneys' fees and expenses) for preparing, amending, negotiating, administering, defending and enforcing the Loan Documents (including, without limitation, those incurred in connection with appeals or Insolvency Proceedings).

**"Licensor"** shall mean any Person from whom any Borrower obtains the right to use (whether on an exclusive or non-exclusive basis) any Intellectual Property in connection with such Borrower's manufacture, marketing, sale or other distribution of any Inventory or otherwise in connection with such Borrower's business operations.

**"Licensor Agreement"** shall mean an agreement between Lender and a Licensor, in form and content satisfactory to Lender by which Lender is given the unqualified right, *vis-a-vis* such Licensor, to enforce Lender's Liens with respect to and to dispose of any Borrower's Inventory with the benefit of any Intellectual Property applicable thereto, irrespective of such Borrower's default under any License Agreement with such Licensor.

**"Lien"** is a claim, mortgage, deed of trust, levy, charge, pledge, security interest or other encumbrance of any kind, whether voluntarily incurred or arising by operation of law or otherwise against any property.

**"Lien Waiver Agreement"** shall mean an agreement which is executed in favor of Lender by a Person who owns or occupies premises at which any Collateral may be located from time to time and by which such Person shall waive any Lien that such Person may ever have with respect to any of the Collateral and shall authorize Lender from time to time to enter upon the premises to inspect or remove the Collateral from such premises or to use such premises to store or dispose of such Inventory.

**"Loan Documents"** are, collectively, this Agreement, the Control Agreements, the Perfection Certificate, the IP Agreement, the Note, the Security Agreement, the Deeds of Trust/Mortgages, the Notice of Borrowing, Servicing Agreement, any other note or notes or guaranties executed by a Loan Party, and any other present or future agreement between a Loan Party and/or for the benefit of Lender in connection with this Agreement, all as amended, restated, or otherwise modified.

**"Loan Parties"** are, collectively, Borrower, Parent and any other Guarantor that may become party to this Agreement.

**"Material Adverse Change"** is (a) a material impairment in the perfection or priority of Lender's Lien in the Collateral or in the value of such Collateral; (b) a material adverse change in the business, operations, or condition (financial or otherwise) of a Loan Party; (c) a material impairment of the legality, validity, binding effect, or enforceability against Borrower of a Loan Document; or (d) a material impairment of the rights, remedies and benefits available to, or conferred upon, Lender under this Agreement and the other Loan Documents.

**"Maturity Date"** means the first to occur of (a) the date that is twenty-four (24) months from the Effective Date and (b) the date of termination by Lender pursuant to Section 8.1.

**"Net Income"** means, as calculated on a consolidated basis for Borrower and its Subsidiaries for any period as at any date of determination, the net profit (or loss), after provision for taxes, of Borrower and its Subsidiaries for such period taken as a single accounting period.

**"Net Proceeds"** means, as calculated on a consolidated basis for Borrower's and its Subsidiaries', any particularly identified portfolio of lien receivables, for any period as at any date of determination, the net income (or loss), after provision for direct portfolio asset (liens and real property) related expenses, without the allowance for an allocation of overhead, for such period taken as a single accounting period.

**"Note"** is the Promissory Note executed by Borrower in favor of Lender in substantially the form attached hereto as Exhibit B.

**"Obligations"** means, without limitation, all loans, advances, indebtedness, notes, liabilities, rate swap transactions, basis swaps, forward rate transactions, commodity swaps, commodity options, equity or equity index swaps, equity or equity index options, bond options, interest rate options, foreign exchange transactions, cap transactions, floor transactions, collar transactions, forward transactions, currency swap transactions, cross-currency rate swap transactions, currency options and amounts, liquidated or unliquidated, owing by Borrower to Lender or any Lender Affiliate at any time, of each and every kind, nature and description, whether arising under this Agreement, the Notes or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by Borrower to Lender or any Lender Affiliate; or are due indirectly by Borrower to Lender or any Lender Affiliate as endorser, guarantor or other surety, or as borrower of obligations due third persons which have been endorsed or assigned to Lender or any Lender Affiliate, or otherwise), absolute or contingent, due or to become due, now existing or hereafter arising or contracted, including, without limitation, payment when due of all amounts outstanding respecting any of the Loan Documents and including all interest, fees and other amounts accruing after any Insolvency Proceedings begin. Said term shall also include all interest and other charges chargeable to Borrower or due from Borrower to Lender or any Lender Affiliate from time to time and Lender Expenses referred to in any Loan Document.

**"Operating Documents"** are, for any Person, such Person's formation documents, as certified with the Secretary of State of such Person's state of formation on a date that is no earlier than 30 days prior to the Effective Date, and, (a) if such Person is a corporation, its bylaws in current form, (b) if such Person is a limited liability company, its limited liability company agreement (or similar agreement), and (c) if such Person is a partnership, its partnership agreement (or similar agreement), each of the foregoing with all current amendments or modifications thereto.

**"Parent"** is defined in the preamble hereof.

**"Patents"** means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

**"Payment Office"** shall mean initially 1260 41<sup>st</sup> Ave. STE O, Capitola, CA 95010; thereafter, such other office of Lender, if any, which it may designate by notice to Borrower to be the Payment Office.

**"Perfection Certificate"** is defined in Section 4.1.

**"Permitted Indebtedness"** is:

(a) Borrower's Indebtedness to Lender under this Agreement and the other Loan Documents;

(b) Indebtedness existing on the Effective Date and shown on Schedule 7.4;

(c) unsecured Indebtedness to trade creditors incurred in the ordinary course of business;

(c) Indebtedness incurred as a result of endorsing negotiable instruments received in the ordinary course of business;

(f) Indebtedness secured by Liens permitted under clause (c) of the definition of "Permitted Liens" hereunder;

(g) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness (a) through (f) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose more materially burdensome terms upon Borrower.

**"Permitted Investments"** means

(a) Investments existing on the Effective Date and set forth on Schedule 7.7;

(b) Investments of Borrower consisting of Cash and Cash Equivalents;

(c) Investments consisting of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of Borrower's business;

(d) Investments consisting of Deposit Accounts in which Lender has a perfected security interest;

(e) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business; and

(f) any other Investments made in the ordinary course of business,

"Permitted Liens" are:

(a) (i) Liens existing on the Effective Date and shown on Schedule 7.5 or  
(ii) Liens arising under this Agreement and the other Loan Documents;

(b) Liens for taxes, fees, assessments or other government charges or levies, either (i) not due and payable or (ii) being contested in good faith and for which Borrower maintains adequate reserves on its Books, *provided* that no notice of any such Lien has been filed or recorded under the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations adopted thereunder;

(c) purchase money Liens (i) on Equipment acquired or held by Borrower incurred for financing the acquisition of the Equipment, or (ii) existing on Equipment when acquired, if the Lien is confined to the property and improvements and the proceeds of the Equipment;

(d) Liens of carriers, warehousemen, suppliers, or other Persons that are possessory in nature arising in the ordinary course of business so long as such Liens attach only to Inventory and which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto;

(e) Liens to secure payment of workers' compensation, employment insurance, old-age pensions, social security and other like obligations incurred in the ordinary course of business (other than Liens imposed by ERISA);

(f) Liens incurred in the extension, renewal or refinancing of the indebtedness secured by Liens described in (a) through (c), but any extension, renewal or replacement Lien must be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness may not increase;

(g) leases or subleases of real property granted in the ordinary course of Borrower's business (or, if referring to another Person, in the ordinary course of such Person's business), and leases, subleases, non-exclusive licenses or sublicenses of personal property (other than Intellectual Property) granted in the ordinary course of Borrower's business (or, if referring to another Person, in the ordinary course of such Person's business), if the leases, subleases, licenses and sublicenses do not prohibit granting Lender a security interest therein;

(h) non-exclusive license of Intellectual Property granted to third parties in the ordinary course of business, and licenses of Intellectual Property that could not result in a legal transfer of title of the licensed property that may be exclusive in respects other than territory and that may be exclusive as to territory only as to discreet geographical areas outside of the United States;

(i) Liens arising from attachments or judgments, orders, or decrees in circumstances not constituting an Event of Default under Sections 7.4 and 7.7; and

(j) Liens in favor of other financial institutions arising in connection with Borrower's Collateral Accounts held at such institutions, provided that Lender has a perfected security interest in the amounts held in such deposit and/or securities accounts.

**"Person"** is any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

**"Prepaid Interest"** is defined in Section 2.3(f).

**"Purchase Documents"** are the purchase documents to be executed by Borrower and a Seller in connection with the purchase of such Eligible Receivables by Borrower from such Seller, which purchase documents shall include all reasonable and customary provisions for a purchase/sale of this nature, including, but not limited to:

- (a) Customary representations of Borrower and Seller;
- (b) A provision allowing for the assignment of Borrower's rights and interests under the Purchase Documents to Lender; and
- (c) A provision providing the Seller (or sheriff, auctioneer, or other party to handle proceeds received on account of the Eligible Receivables to be purchased, as applicable) with irrevocable instructions to forward all Cash proceeds received on account of such purchased Eligible Receivables to a Deposit Account Borrower that is subject to a Control Agreement.

**"Receivables"** mean collectively, (a) portfolios, or the right to proceeds of portfolios, of delinquent HOA Receivables and (b) HOA Deeds, where the purchase price for the HOA Deeds is not more than three (3) times the then monthly market rent that may be generated from the real property underlying the deed.

**"Registered Organization"** is any "registered organization" as defined in the Code with such additions to such term as may hereafter be made.

**"Regulatory Change"** means, with respect to Lender, any change on or after the date of this Agreement in United States federal, state, or foreign laws or regulations, including Regulation D, or the adoption or making on or after such date of any interpretations, directives, or requests applying to a class of lenders including Lender, of or under any United States federal or state, or any foreign laws or regulations (whether or not having the force of law) by any court or governmental or monetary authority charged with the interpretation or administration thereof.

**"Repayment Advances"** is defined in Section 2.1(c).

**"Requirement of Law"** is as to any Person, the Operating Documents of such Person, and any law (statutory or common), treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

**"Responsible Officer"** is the [Chief Executive Officer] of Borrower.

**"Restricted License"** is any material license or other agreement with respect to which Borrower is the licensee (a) that prohibits or otherwise restricts Borrower from granting a security interest in Borrower's interest in such license or agreement or any other property, or (b) for which a default under or termination of could interfere with the Lender's right to sell any Collateral.

**"Loan"** is an Advance or Advances in an aggregate principal amount up to Five Million Dollars (\$5,000,000), of which Two Million Five Hundred Fifty Thousand Dollars (\$2,550,000) shall be an initial advance and the balance of which will be funded in the discretion of Lender.

**"Right of First Offer"** is defined in Section 2.2.

**"SEC"** shall mean the Securities and Exchange Commission, any successor thereto, and any analogous Governmental Authority.

**"Securities Account"** is any "securities account" as defined in the Code with such additions to such term as may hereafter be made.

**"Security Agreement"** is that certain Security Agreement executed and delivered by Borrower to Lender dated as of Effective Date.

**"Servicing Agent"** means a law firm or other person hired by Borrower to collect the Collateral.

**"Servicing Agreement"** means the written agreement between a Servicing Agent, Lender and Borrower providing for the collection of Collateral and disbursement of the proceeds thereof.

**"Subsidiary"** is, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless the context otherwise requires, each reference to a Subsidiary herein shall be a reference to a Subsidiary of Borrower.

**"Tangible Capital Base"** shall mean, as of the date of determination thereof, (a) members equity of Borrower determined in accordance with GAAP consistently applied less (b) such assets as are properly classified as intangible assets under GAAP, plus (c) the aggregate amount of all Subordinated Debt.

**"Trademarks"** means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks.

**"Trading with the Enemy Act"** means the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any enabling legislation or executive order relating thereto.

**"Transfer"** is defined in Section 6.1.

**"Unfinanced Capital Expenditures"** means all capital expenditures other than those made utilizing financing provided by the applicable seller or third party lenders. For the avoidance of doubt, capital expenditures made by Borrower utilizing proceeds of the Loan shall be deemed Unfinanced Capital Expenditures.

**"Unrestricted Subsidiary"** means any Subsidiary formed by a Loan Party and designated in writing by such Loan Party to Lender as an Unrestricted Subsidiary; provided that no Unrestricted Subsidiary shall directly or indirectly benefit from the Loan or other extension of credit made under this Agreement and if any Unrestricted Subsidiary benefits directly or indirectly from the Loan or other extension of credit made under this Agreement, it shall cease to be an Unrestricted Subsidiary hereunder.

**"Warrant Agreement"** is that certain Warrant Agreement executed and delivered by Parent to Lender dated as of Effective Date.

**"Working Capital"** shall mean, as of the date of determination thereof, Current Assets less Current Liabilities.

## **2. LOAN AND TERMS OF PAYMENT**

**2.1. Promise to Pay.** Borrower hereby unconditionally promises to pay Lender the outstanding principal amount of the Loan, plus accrued and unpaid interest thereon, as and when such amounts are due in accordance with this Agreement.

### **2.1.1. Term Loan.**

(a) **Availability.** Subject to the terms and conditions of this Agreement, Lender shall make an Initial Advance to Borrower at closing in an amount not less than Two Million Five Hundred Fifty Thousand Dollars (\$2,550,000). Lender reserves the right, in its sole and absolute discretion, to advance (either alone or with loan participants) up to another Two Million Four Hundred Thousand Five Hundred Dollars

(\$2,450,000) to Borrower on the same terms, condition, rates, points and fees set forth in this Agreement for the Initial Advance. The sum of all advances is referred to herein as the "Loan."

(b) Termination. The Loan and all accrued and unpaid interest thereon is due on the respective Advance Maturity Date. The Loan terminates on the Maturity Date, when the principal amount of the Loan, the accrued and unpaid interest thereon, and all other Obligations relating to the Loan shall be immediately due and payable.

(c) Repayment. Amounts borrowed hereunder may be repaid subject to the applicable terms and conditions precedent herein.

(d) Deposit Account. Borrower shall engage one or more Servicing Agents to collect the HOA receivables and it shall require them to execute a Servicing Agreement (in form acceptable to Lender) recognizing the security interest of Lender in the Collateral. Each Servicing Agreement shall provide that all amounts received by the Servicing Agent from HOA Receivables, HOA Deeds or other proceeds derived from assets that constitute Collateral for this Loan held by the Servicing Agent shall, net of the Servicing Agent's fees and expenses, be disbursed 50% to Lender and 50% to Borrower until such time as the principal and then accrued interest of the Loan has been paid in full or the Maturity Date of the Note. On the Maturity Date of the Note all proceeds shall be paid to Lender until the principal and accrued interest on the Note has been paid in full. After the principal and accrued interest on the Note has been paid in full Lender and Borrower shall provide new instructions to all Servicing Agents regarding Contingent Additional Interest consistent with this Agreement. In the event of Default or if Lender deems that its loan-to-value ratio has deteriorated, Lender may give notice to Servicing Agent to remit all or a larger portion of the proceeds of collections to Lender prior to the Maturity Date of the Note. If Borrower objects in writing within five (5) business days after service of such notice, Servicing Agent shall hold and not disburse any further proceeds of collections until joint instructions are given to Servicing Agent or court order. Each Servicing Agreement shall require the Servicing Agent to prepare for Borrower's signature a deed of trust or mortgage in favor of Lender upon Borrower's acquisition of title to a foreclosed property.

(e) Right of First Offer. Borrower must use the Loan to finance the acquisition of Eligible Receivables, and for such operating expenses and debt consolidation as determined at the sole discretion of the Borrower and on the terms and conditions set forth herein. In the event the Availability Amount is less than or equal to Zero Dollars (\$0), Borrower shall provide Lender with the opportunity to finance Borrower's purchase of additional Eligible Receivables on substantially and materially the same terms as set forth herein. Borrower may concurrently solicit such opportunity with third parties (the "Right of First Offer"). The Right of First Offer shall expire on June 30, 2014.

(f) Acquired Property. Certain of the Collateral consists of receivables acquired from homeowner associations secured by liens on real property. If



Borrower is successful in acquiring title to the underlying real property as a result of collection proceedings, Borrower shall, concurrently with acquisition of title, execute and deliver to Lender a deed of trust or mortgage referencing that it is given to secure the Note.

## 2.2. Payment of Interest on Loan.

(a) Computation of Interest. Interest on the Loan and all fees payable hereunder shall be computed on the basis of a 365-day year and the actual number of days elapsed in the period during which such interest accrues. In computing interest on the Loan, the Funding Date shall be included and the date of payment shall be excluded; *provided, however*, that if any Advance is repaid on the same day on which it is made, such day shall be included in computing interest on such Advance.

(b) Interest Payment. The Loan shall bear interest on the outstanding principal amount thereof from the date when made until paid in full at a rate *per annum* equal to eighteen percent (18%); *provided, however*, that interest in respect of the Loan may be prepaid as set forth in Section 2.3(f). Pursuant to the terms hereof, if interest is not prepaid as provided in Section 2.3f, interest on the Loan shall be paid in arrears on the Interest Payment Date which shall be October 1, 2014, subject to an automatic extension of 60 days should Lender elect not to participate in a \$50,000,000 equity participation for 50% of the Membership Interest of Borrower. Interest shall also be paid on the date of any permitted prepayment of the Loan pursuant to this Agreement for the portion of any Advance so prepaid and upon payment (including prepayment) in full thereof. All accrued and unpaid interest on the Line shall be due and payable on the Maturity Date, subject to the aforementioned 60 day automatic extension.

(c) Default Rate. Upon the occurrence and during the continuance of an Event of Default, Obligations shall bear interest at a rate five percent (5%) above the rate that would otherwise be applicable thereto (the "Default Rate"). Payment or acceptance of the increased interest provided in this Section 2.4(c) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of Lender.

(d) Late Fee. If the entire amount of a required principal and/or interest payment under this Agreement is not paid in full within ten (10) Business Days after the same is due, Borrower shall pay to Lender, a late fee equal to five percent (5%) of the required payment.

(e) Debit of Accounts. Lender may debit any of Borrower's Deposit Accounts for principal and interest payments or any other amounts Borrower owes Lender when due. These debits shall not constitute a set-off.

(f) Prepaid Interest. On the Initial Advance Funding Date, Borrower may elect to prepay from the proceeds of the Advance any portion or none of the anticipated interest ("Prepaid Interest"); for the avoidance of any doubt however, Borrower has no obligation to prepay any interest. Any Prepaid Interest shall be deemed non-refundable and fully earned as of the Funding Date.

**2.3. Contingent Additional Interest.** As additional consideration for the Loan, Lender shall be entitled to five percent (5%) of all Net Proceeds, paid monthly by the 10<sup>th</sup> of the following month, as may be generated by the Poinciana portfolio of liens being transacted by the company at the time the parties enter into this Agreement, for the period of time beginning with the funding date and ending with the last Borrower's last transaction of a Poinciana asset. This sum shall be remitted by the Servicing Agent notwithstanding the repayment of the principal and accrued interest on the Note.

**2.4. Fees.** Borrower shall pay to Lender:

(a) **Lender Expenses.** All Lender Expenses (including attorneys' fees and expenses for documentation and negotiation of this Agreement) incurred through and after the Effective Date, when due.

**2.5. Payments; Application of Payments.**

(a) All payments (including prepayments) to be made by Borrower under any Loan Document shall be made in immediately available funds in Dollars, without setoff or counterclaim, before 2:00 PM (Nevada time) on the date when due to Lender at the Payment Office. Payments of principal and/or interest received after 2:00 PM (Nevada time) are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment shall be due the next Business Day, and additional fees or interest, as applicable, shall continue to accrue until paid.

(b) Lender shall apply the whole or any part of collected funds against the Loan and other Obligations, the order and method of such application to be in the sole and absolute discretion of Lender. Borrower shall have no right to specify the order or the accounts to which Lender shall allocate or apply any payments required to be made by Borrower to Lender or otherwise received by Lender under this Agreement when any such allocation or application is not specified elsewhere in this Agreement.

**2.6. Voluntary Prepayment.** Borrower shall have the right to terminate the Loan at any time upon not less than five (5) Business Day's prior written notice to Lender of such termination, which notice shall specify the effective date thereof, the outstanding amount of the Loan to be repaid upon termination, and the outstanding amount of other Obligations to be paid upon termination. All contemplated interest due for the one hundred twenty (120) day term of the Loan shall be accelerated and due and payable with any such prepayment. Any notice of termination given by Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or capital-raising, in which case such notice may be revoked by Borrower if such condition is not satisfied. Termination of the Loan pursuant to this Section 2.7 shall extinguish Borrower's obligation to provide Lender with the Right of First Offer provided for in Section 2.2 hereof. However Lender would still be entitled to Contingent Additional Interest provided for under section 2.4.

### **3. CONDITIONS OF LOANS**

**3.1. Conditions Precedent to Initial Advance.** Lender's obligation to make the Initial Advance and subsequent Advances is subject to the condition precedent that Lender shall have received, in form and substance satisfactory to Lender, in its sole and absolute discretion, such documents, and completion of such other matters, as Lender may deem necessary or appropriate, including, without limitation:

(a) duly executed original signatures to the Loan Documents;

(b) Operating Documents of each Loan Party and a good standing certificate for each Loan Party certified by the Secretary of State of the State of Nevada;

(c) duly executed original signatures to the completed Borrowing Resolutions for each Loan Party;

(d) certified copies, dated as of a recent date, of bankruptcy, judgment and lien searches, as Lender shall request, accompanied by written evidence (including any UCC termination statements) that the Liens and judgments indicated in any such search results either constitute Permitted Liens or have been or, in connection with the Initial Advance, will be terminated or released;

**3.2. Conditions Precedent to the Initial Advances.** Lender's obligation to make the Initial Advance and, if elected by Lender, subsequent advances, is subject to the following conditions precedent:

(a) the representations and warranties in this Agreement shall be true, accurate, and complete in all respects on the date of the Notice of Borrowing and on the Funding Date of each Advance; provided, however, that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date, and no Event of Default shall have occurred and be continuing or result from any Advance. Each Advance is the Loan Parties' representation and warranty on that date that the representations and warranties in this Agreement remain true, accurate, and complete in all respects;

(b) no Event of Default or Default shall have occurred and be continuing on such date, or would exist after giving effect to the Advance requested to be made on such date; provided, however that Lender, in its sole discretion, may continue to make Advances notwithstanding the existence of an Event of Default or Default and any Advances so made shall not be deemed a waiver of any such Event of Default or Default;

(c) at the joint discretion of the parties, there has not been a Material Adverse Change; and

(d) each of the conditions precedent set forth in Section 3.3 for a particular Advance has been satisfied.

**3.3. Covenant to Deliver.** The Loan Parties agree to deliver to Lender each item required to be delivered to Lender, subject to the Lenders request no less than 48 hours prior to the closing, under this Agreement as a condition precedent to any Advance. The Loan Parties expressly agree that an Advance made prior to the receipt by Lender of any such item shall not constitute a waiver by Lender of the Loan Parties' obligation to deliver such item, and the making of any Advance in the absence of a required item shall be in Lender's sole and absolute discretion.

#### **4. REPRESENTATIONS AND WARRANTIES**

Each Loan Party represents and warrants as follows:

##### **4.1. Due Organization, Authorization; Power and Authority.**

(a) The Loan Party is duly existing and in good standing as a Registered Organization in its jurisdiction of formation and is qualified and licensed to do business and is in good standing in any jurisdiction in which the conduct of its business or its ownership of property requires that it be qualified except where the failure to do so could not be expected to result in a Material Adverse Change.

(b) In connection with this Agreement, Borrower will deliver to Lender, upon Lenders request, a completed certificate signed by Borrower, entitled "Perfection Certificate". Borrower represents and warrants to Lender that (a) Borrower's exact legal name is that indicated on the Perfection Certificate and on the signature page hereof; (b) Borrower is an organization of the type and is organized in the jurisdiction set forth in the Perfection Certificate; (c) the Perfection Certificate accurately sets forth Borrower's organizational identification number or accurately states that Borrower has none; (d) the Perfection Certificate accurately sets forth Borrower's place of business, or, if more than one, its chief executive office as well as Borrower's mailing address (if different than its chief executive office); (e) except as disclosed on Schedule 5.1(e), Borrower (and each of its predecessors) has not, in the past five (5) years, changed its jurisdiction of formation, organizational structure or type, or any organizational number assigned by its jurisdiction; and (f) all other information set forth on the Perfection Certificate pertaining to Borrower and each of its Subsidiaries is accurate and complete (it being understood and agreed that Borrower may from time to time update certain information in the Perfection Certificate after the Effective Date to the extent permitted by one or more specific provisions in this Agreement).

(c) If a Loan Party is not now a Registered Organization but later becomes one, such Loan Party shall promptly notify Lender of such occurrence and provide Lender with such Loan Party's organizational identification number.

(d) The execution, delivery and performance by a Loan Party of the Loan Documents to which it is a party have been duly authorized, and do not (i) conflict with any of such Loan Party's Operating Documents, (ii) contravene, conflict with, constitute a default under or violate any material Requirement of Law, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction,

decree, determination or award of any Governmental Authority by which such Loan Party or any of its Subsidiaries or any of their property or assets may be bound or affected, (iv) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect, or (v) constitute an event of default under any material agreement by which such Loan Party is bound. None of the Loan Parties are in default under any agreement to which they are a party or by which they are bound in which the default could be expected to have a Material Adverse Change.

#### **4.2. Collateral.**

(a) Borrower has good title to, has rights in, and the power to transfer each item of the Collateral upon which it purports to grant a first priority Lien under the Security Agreement, free and clear of any and all Liens except Permitted Liens. Borrower has no deposit accounts other than the Deposit Accounts described in the Perfection Certificate delivered to Lender in connection herewith, or of which Borrower has given Lender notice and taken such actions as are necessary to give Lender a perfected security interest therein. Prior to the Initial Advance, Borrower shall execute and deliver to Lender collateral assignments of all Collateral in form and substance acceptable to Lender.

(b) The Collateral is not in the possession of any third party bailee (such as a warehouse) except as otherwise provided in the Perfection Certificate. None of the components of the Collateral shall be maintained at locations other than as provided in the Perfection Certificate or as permitted pursuant to Section 6.2.

(c) Borrower is the sole owner of the Intellectual Property which it owns or purports to own except for (a) over-the-counter software that is commercially available to the public, and (b) material Intellectual Property licensed to Borrower and noted on the Perfection Certificate. Each Patent which it owns or purports to own and which is material to Borrower's business is valid and enforceable, and no part of the Intellectual Property which Borrower owns or purports to own and which is material to Borrower's business has been judged invalid or unenforceable, in whole or in part. To the best of Borrower's knowledge, no claim has been made that any part of the Intellectual Property violates the rights of any third party except to the extent such claim would not be expected to result in a Material Adverse Change.

(d) Except as noted on the Perfection Certificate, Borrower is not a party to, nor is it bound by, any Restricted License.

**4.3. Environmental Compliance.** Each Loan Party is in compliance with all applicable Environmental Laws. There are no claims, liabilities, Liens, investigations, litigation, administrative proceedings, whether pending or threatened, or judgments or orders relating to any Hazardous Materials asserted or threatened against a Loan Party or relating to any real property currently or formerly owned, leased or operated by a Loan Party.

**4.4. Litigation.** There are no material actions, or proceedings, outside of the ordinary course of business or any disclosures that may have been made, to the knowledge of the Loan Parties, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, by or against any Loan Party or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (b) either individually or in the aggregate, if determined adversely, are likely to result in a Material Adverse Change.

**4.5. Financial Statements; Financial Condition.** All consolidated financial statements for the Loan Parties and their Affiliates delivered to Lender fairly present in all material respects the Loan Parties' consolidated financial condition and consolidated results of operations. There has not been any Material Adverse Change in the Loan Parties' consolidated financial condition since the date of the most recent financial statements submitted to Lender.

**4.6. Solvency.** The fair value of the Loan Parties' assets (including goodwill minus disposition costs, and real property valued at fair market value) exceeds the fair value of its liabilities; the Loan Parties are not left with unreasonably small capital after the transactions in this Agreement; and the Loan Parties are able to pay their debts (including trade debts) as they mature.

**4.7. Regulatory Compliance.** None of the Loan Parties is an "investment company" under the Investment Company Act of 1940, as amended. None of the Loan Parties is engaged as one of its important activities in extending credit for margin stock (under Regulations X, T and U of the Federal Reserve Board of Governors). Each of the Loan Parties has complied in all material respects with the Federal Fair Labor Standards Act. None of the Loan Parties is a "holding company" or an "affiliate" of a "holding company" or a "subsidiary company" of a "holding company" as each term is defined and used in the Public Utility Holding Company Act of 2005. None of the Loan Parties has violated any laws, ordinances or rules, the violation of which could be expected to have a Material Adverse Change. None of the Loan Parties' properties or assets has been used by the Loan Parties in disposing, producing, storing, treating, or transporting any Hazardous Substance other than legally. Each Loan Party has obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all Government Authorities that are necessary to continue their respective businesses as currently conducted.

**4.8. Subsidiaries; Investments.** Other than as disclosed on Schedule 4.8, no Loan Party has any Subsidiaries or owns any stock, partnership interest or other equity securities except for Permitted Investments.

**4.9. Tax Returns and Payments; Pension Contributions.** Each Loan Party has timely filed all required tax returns and reports, and each Loan Party has timely paid all foreign, federal, state and local taxes, assessments, deposits and contributions owed by such Loan Party, other than those shown in the financials, the satisfaction of which, in full, are a portion of the use of loan proceeds. The Loan Parties are unaware of any claims

or adjustments proposed for any of the Loan Parties' or their Affiliates prior tax years which could result in additional taxes becoming due and payable by the Loan Parties or their Affiliates. Each Loan Party has paid all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with their terms, and no Loan Party has withdrawn from participation in, and has not permitted partial or complete termination of, or permitted the occurrence of any other event with respect to, any such plan which could be expected to result in any liability of any Loan Party or their Affiliates, including any liability to the Pension Benefit Guaranty Corporation or its successors or any other governmental agency.

#### **4.10. Use of Proceeds.**

(a) Borrower shall use the proceeds of the Loan for the purchase of Eligible Receivables, expenses incurred in connection with the maintenance of such Receivables, debt consolidation, accounts payable, other operating expenses of the Borrower, and for such other purposes as may be determined solely at the discretion of the Borrower.

(b) Parent shall, at all times, be responsible for fees and costs incurred in maintaining the Receivables, including, without limitation, tax liabilities, insurance liabilities and legal fees and expenses.

(c) Subject to Borrower offering Lender the Right of First Offer and Lender declining such opportunity, Borrower may use funds from any other source to purchase Eligible Receivables.

**4.11. Anti-Terrorism; Trading with the Enemy.** No Loan Party is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

**4.12. Full Disclosure.** The reports, financial statements, certificates or other written information when furnished by a Loan Party to Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information when so furnished), taken as a whole, did not contain any material misstatement of fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not materially misleading.

### **5. AFFIRMATIVE COVENANTS**

Each Loan Party shall do all of the following:

**5.1. Government Compliance.** Maintain its and all its Subsidiaries' legal existence and good standing in their respective jurisdictions of formation and maintain qualification in each jurisdiction in which the failure to so qualify would be expected to have a Material Adverse Change. Each Loan Party shall comply, and have each Subsidiary

comply, with all laws, ordinances and regulations to which it is subject, noncompliance with which could have a Material Adverse Change.

**5.2. Financial Statements, Reports, Certificates.** Deliver to Lender upon request:

(a) Monthly Financial Statements. Within ten (10) days of the end of each month, monthly internally prepared consolidated and consolidating financial statements of Borrower, which shall, in each case, include a balance sheet and related statement of income and cash flow, to be received and prepared in accordance with GAAP, consistently applied;

(b) Monthly Collateral Summary. Within ten (10) days of the end of each month, Borrower shall provide to Lender a summary of the Collateral then owned, Collateral collections and other information about the remaining Collateral as Lender may request.

(c) Quarterly Financial Statements. Within thirty (30) days of the end of the first, second and third fiscal quarter of each fiscal year of Borrower, quarterly internally prepared consolidated and consolidating financial statements of Borrower, which shall, in each case, include a balance sheet, as at the end of such fiscal quarter, and related statements of income and cash flows, to be received and prepared in accordance with GAAP, consistently applied, subject to year-end adjustments;

(d) Annual Financial Statements. Within thirty (30) days of the end of the fourth fiscal quarter of each fiscal year of Borrower, annually internally prepared consolidated and consolidating financial statements of Borrower, which shall, in each case, include a balance sheet, as at the end of such fiscal year, and related statements of income and cash flows, to be received and prepared in accordance with GAAP, consistently applied, subject to year-end adjustments;

(e) Compliance Certificate. Together with reporting referred to in sub-clauses (a) and (b), upon request of the Lender, Borrower is to provide a duly completed Compliance Certificate signed by a Responsible Officer, certifying that the Loan Parties were in full compliance with all of the terms and conditions of this Agreement, and setting forth calculations showing compliance with the financial covenants set forth in this Agreement and such other information as Lender shall request;

(f) Legal Action Notice. Within three (3) days of receipt thereof, a copy of a notice of any legal action pending or threatened in writing against a Loan Party or any of its Subsidiaries, outside of the ordinary course of business, which could result in damages or costs to such Loan Party or any of its Subsidiaries of, individually or in the aggregate, Six Hundred Twenty Five Thousand Five Hundred Dollars (\$625,500) or more;

(g) Intellectual Property Notice. Within three (3) days of receipt thereof, a copy of a notice of (i) any material change in the composition of the



Intellectual Property, (ii) the registration of any copyright, patent or trademark, including any subsequent ownership right of Borrower in or to any copyright, patent or trademark not previously disclosed in writing to Lender, and (iii) Borrower's knowledge of an event that could be expected to materially and adversely affect the value of the Intellectual Property;

(h) Budget. No later than fifteen (15) days prior to the inception of a new fiscal quarter, a thirteen (13) week budget, which shall include a detailed break-down of cash flow and expenditures on a weekly basis (the "Budget").

(i) Data Storage Site; Management Portal. Online viewing access, on a real-time basis, to Borrower's data storage site and management portal.

(j) Other Financial Information. Sales projections, operating plans and other financial information requested by Lender.

**5.3. Inventory.** Keep all Inventory in as good and marketable condition as it was when acquired, free from material defects that could impact the salability of Inventory. Returns and allowances between Borrower and its Account Debtors shall follow Borrower's customary practices as they exist at the Effective Date.

**5.4. Taxes; Pensions; Withholding.**

(a) Timely file, and require each of its Subsidiaries to timely file, all required tax returns and reports and timely pay, and require each of its Subsidiaries to timely pay, all foreign, federal, state and local taxes (except for real property taxes on properties for which quiet title has not been successfully concluded), assessments, deposits and contributions owed by the Loan Parties and each of their Subsidiaries, and shall deliver to Lender, on demand, appropriate certificates attesting to such payments, and pay all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with their terms.

(b) In the event any payments are received by Lender from Borrower pursuant to this Agreement, such payments shall be made subject to applicable withholding for any taxes, levies, fees, deductions, withholding, restrictions or conditions of any nature whatsoever. Notwithstanding the foregoing, if at any time any Governmental Authority, applicable law, regulation or international agreement requires Borrower to make any such deduction or withholding from any such payment or other sum payment hereunder to Lender, the amount due from Borrower with respect to such payment or other sum payable hereunder will be increased to the extent necessary to ensure that, after the making of such required deduction or withholding, Lender receives a net sum equal to the sum which it would have received had no deductions or withholding been required, and Borrower shall pay the full amount deducted or withheld to the relevant Governmental Authority. Borrower will, upon request, furnish Lender with proof satisfactory to Lender indicating that Borrower has made such withholding payment; provided, however, that Borrower need not make any withholding payment if the amount or validity of such withholding payment is contested in good faith by

appropriate proceedings and as to which payment in full is bonded or reserved against by Borrower. The agreements and obligations of Borrower contained in this provision shall survive the termination of this Agreement.

**5.5. Insurance.**

(a) Keep its business and the Collateral insured for risks and in amounts standard for companies in the Loan Parties' industry and location and as Lender may request. Insurance policies shall be in a form, with companies, and in amounts that are satisfactory to Lender in its sole and absolute discretion, such approval not to be unreasonably withheld. All property policies of Borrower shall have a lender's loss payable endorsement showing Lender as the sole lender loss payee and waive subrogation against Lender. All liability policies of Borrower shall show, or have endorsements showing, Lender as an additional insured.

(b) All policies (or the loss payable and additional insured endorsements) shall provide that the insurer shall give Lender at least thirty (30) days' notice before canceling, amending, or declining to renew its policy. At Lender's request, Borrower shall deliver certified copies of policies and evidence of all premium payments. Proceeds payable under any policy shall, at Lender's option, be payable to Lender on account of the Obligations. If Borrower fails to obtain insurance as required under this Section 5.5 or to pay any amount or furnish any required proof of payment to third persons and Lender, Lender may make all or part of such payment or obtain such insurance policies required in this Section 5.5, and take any action under the policies Lender deems prudent.

**5.6. Operating Accounts.**

(a) Provide Lender ten (10) days prior written notice before establishing any Collateral Account at or with any bank or financial institution.

**5.7. Removal of Tax Liens.** Parent hereby covenants and agrees to extinguish any tax Liens filed against the real property underlying a Receivable prior to such tax Lien negatively affecting Lender's security interest in such Receivable, by way of the occurrence of a tax sale at the conclusion of any redemption period afforded Borrower under statute.

**5.8. Protection and Registration of Intellectual Property Rights.**

(a) (i) Protect, defend and maintain the validity and enforceability of its Intellectual Property; (ii) promptly advise Lender in writing of material infringements of its Intellectual Property; and (iii) not allow any Intellectual Property material to Borrower's business to be abandoned, forfeited or dedicated to the public without Lender's written consent.

(b) If Borrower (i) obtains any Patent, registered Trademark, registered Copyright, registered mask work, or any pending application for

any of the foregoing, whether as owner, licensee or otherwise, or (ii) applies for any Patent or the registration of any Trademark, then Borrower shall immediately provide written notice thereof to Lender and shall execute such intellectual property security agreements and other documents and take such other actions as Lender shall request in its good faith business judgment to perfect and maintain a first priority perfected security interest in favor of Lender in such property. If Borrower decides to register any Copyrights or mask works in the United States Copyright Office, Borrower shall: (x) provide Lender with at least thirty (30) days prior written notice of Borrower's intent to register such Copyrights or mask works together with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (y) execute an intellectual property security agreement and such other documents and take such other actions as Lender may request in its good faith business judgment to perfect and maintain a first priority perfected security interest in favor of Lender in the Copyrights or mask works intended to be registered with the United States Copyright Office; and (z) record such intellectual property security agreement with the United States Copyright Office contemporaneously with filing the Copyright or mask work application(s) with the United States Copyright Office. Borrower shall promptly provide to Lender copies of all applications that it files for Patents or for the registration of Trademarks, Copyrights or mask works, together with evidence of the recording of the intellectual property security agreement necessary for Lender to perfect and maintain a first priority perfected security interest in such property.

(c) Provide written notice to Lender within thirty (30) days of entering or becoming bound by any Restricted License (other than over-the-counter software that is commercially available to the public). Borrower shall take such steps as Lender requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for (i) any Restricted License to be deemed "Collateral" and for Lender to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such Restricted License, whether now existing or entered into in the future, and (ii) Lender to have the ability in the event of a liquidation of any Collateral to dispose of such Collateral in accordance with Lender's rights and remedies under this Agreement and the other Loan Documents.

**5.9. Access to Collateral; Books and Records.** Allow Lender, or its agents, at all times, on seven (7) Business Day's notice (provided no notice is required if an Event of Default has occurred and is continuing), to inspect the Collateral and audit and copy Borrower's Books.

**5.10. Formation or Acquisition of Subsidiaries.** At the time that a Loan Party forms any direct or indirect Subsidiary or acquires any direct or indirect Subsidiary after the Effective Date and provided such Subsidiary is not an Unrestricted Subsidiary, such Loan Party shall (a) cause such new Subsidiary to provide to Lender a joinder to the Loan Agreement to cause such Subsidiary to become a co-borrower hereunder or Guarantor, together with such appropriate financing statements and/or Control Agreements, all in form and substance satisfactory to Lender (including being sufficient to grant Lender a first priority Lien (subject to Permitted Liens) in and to the assets of such newly formed or acquired Subsidiary), (b) provide to Lender appropriate certificates and powers and financing statements, pledging all of the direct or beneficial ownership interest

in such new Subsidiary, in form and substance satisfactory to Lender, and (c) provide to Lender all other documentation in form and substance satisfactory to Lender, including one or more opinions of counsel satisfactory to Lender, which in its opinion is appropriate with respect to the execution and delivery of the applicable documentation referred to above. Any document, agreement, or instrument executed or issued pursuant to this Section 5.10 shall be a Loan Document; provided, however, that this Section 5.10 shall not apply to First 100, LLC.

**5.11. Environmental Compliance.** Comply in all material respects with all Environmental Laws. Not suffer, cause or permit any disposal of Hazardous Materials at any property owned, leased or operated by any Loan Party except in accordance with applicable Environmental Laws. Promptly notify Lender in the event of the disposal of any Hazardous Materials in violation of any Environmental Law in any material respect at any property owned, leased or operated by a Loan Party or any of its Subsidiaries, or in the event of any release, or threatened release, of a Hazardous Materials in violation of any Environmental Law in any material respect from any such property. Deliver promptly to Lender copies of any material documents received from the United States Environmental Protection Agency or any state, provincial, county or municipal environmental or health agency concerning a violation or alleged violation by a Loan Party or any Subsidiary of any Environmental Law.

**5.12. Further Assurances.** Execute any further instruments and take further action as Lender requests to perfect or continue Lender's Lien in the Collateral or to affect the purposes of this Agreement. Deliver to Lender, within three (3) days after the same are sent or received, copies of all correspondence, reports, documents and other filings with any Governmental Authority regarding compliance with or maintenance of Governmental Approvals or Requirements of Law or that could be expected to have a Material Adverse Change on any of the Governmental Approvals or otherwise on the operations of the Loan Parties and/or any of its Subsidiaries.

## **6. NEGATIVE COVENANTS**

The Loan Parties shall not do any of the following without Lender's prior written consent:

**6.1. Dispositions.** Convey, sell, lease, transfer, assign, or otherwise dispose of (collectively, "Transfer"), or permit any of its Subsidiaries to Transfer, greater than 25% of its business or property, except for Transfers (a) of Inventory in the ordinary course of business; (b) of worn-out or obsolete Equipment; and (c) in connection with Permitted Liens or Permitted Investments, for that period of time that loan principal and interest remain outstanding, unless such sale, lease or disposition results in a payment against or payoff of any principal and interest due Lender.

### **6.2. Changes in Business, Management, Control, or Business Locations.**

(a) Engage in or permit any of its Subsidiaries to engage in any business other than the businesses currently engaged in by the Loan Parties and such

Subsidiaries, as applicable, or related thereto; (b) liquidate or dissolve; (c) permit or suffer any Change in Control; (d) have a change in any member of senior management of the Loan Parties unless Lender has been provided prior written notice of such change and such new member of senior management is acceptable to Lender; and (e) make alterations to the compensation package for any senior manager of the Loan Parties.

(b) The Loan Parties shall not: (1) add any new offices or business locations, (2) change their jurisdiction of organization, (3) change their organizational structure or type, (4) change their legal name, or (5) change any organizational number (if any) assigned by their jurisdiction of organization.

**6.3. Mergers or Acquisitions.** Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with any other Person, or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person.

**6.4. Indebtedness.** Create, incur, assume, or be liable for any Indebtedness, or permit any Subsidiary to do so, other than Permitted Indebtedness.

**6.5. Encumbrance.** Create, incur, allow, or suffer any Lien on any of the Collateral other than Permitted Liens.

**6.6. Maintenance of Collateral Accounts.** Maintain all Collateral Accounts.

**6.7. Distributions; Investments.**

(a) Pay any dividends or make any distribution or payment or redeem, retire or purchase any capital stock in any amount greater than any Loan principal and/or interest payment; or

(b) directly or indirectly make any Investment other than Permitted Investments, or permit any of its Subsidiaries to do so.

**6.8. Transactions with Affiliates.** Directly or indirectly enter into any new material transaction with any Affiliate of a Loan Party.

**6.9. Compliance.** Become an "investment company" or a company controlled by an "investment company", under the Investment Company Act of 1940, as amended, or undertake as one of its important activities extending credit to purchase or carry margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System), or use the proceeds of any Advance for that purpose; fail to meet the minimum funding requirements of ERISA, permit a Reportable Event or Prohibited Transaction, as defined in ERISA, to occur; fail to comply with the Federal Fair Labor Standards Act or violate any other law or regulation, if the violation could be expected to have a Material Adverse Change, or permit any of its Subsidiaries to do so; withdraw or permit any Subsidiary to withdraw from participation in, permit partial or complete

termination of, or permit the occurrence of any other event with respect to, any present pension, profit sharing and deferred compensation plan which could be expected to result in any liability of a Loan Party or its Subsidiaries, including any liability to the Pension Benefit Guaranty Corporation or its successors or any other governmental agency.

**6.10. Restrictive Agreements.**

(a) Enter into any contract or agreement (other than the Loan Documents) (i) which contains (A) any negative pledge on the assets covered by the Liens granted to Lender under the Loan Documents or (B) any covenant that is materially more restrictive than the covenants contained in the Loan Documents or (ii) which restricts, limits or otherwise encumbers Borrower's ability to incur the Liens granted to Lender under the Loan Documents; and

(b) Enter into or permit to exist any agreement which impairs or limits the ability of a Loan Party or any Subsidiary thereof to satisfy its Obligations under the Loan Documents.

**6.11. Compliance with Budget; Unfinanced Capital Expenditures.**

(a) Incur any Unfinanced Capital Expenditure in an amount in excess of Two Hundred Fifty Thousand Dollars (\$250,000) that is not already provided for in the Budget; and

(b) Vary from a line item in the Budget in an amount in excess of ten percent (10%) of such line item.

**7. EVENTS OF DEFAULT**

Any one of the following shall constitute a breach of the Agreement. A written notice of such breach must be provided by Lender to Borrower, and a 15 business day cure period shall be provided. In the event the breach is not cured, the breach shall be considered an event of default (an "Event of Default") under this Agreement:

**7.1. Payment Default.** Borrower fails to (a) make any payment of principal or interest on any Advance on its due date, or (b) pay any other Obligations.

**7.2. Covenant Default.**

(a) Borrower fails or neglects to perform any obligation in Section 5 or violates any covenant in Section 6; or

(b) Borrower fails or neglects to perform, keep, or observe any other term, provision, condition, covenant or agreement contained in this Agreement or any Loan Documents.

**7.3. Material Adverse Change.** A Material Adverse Change occurs;

**7.4. Attachment; Levy; Restraint on Business.**

(a) (i) The service of process, by trustee or similar process, attaching to any funds of a Loan Party or of any entity under the control of a Loan Party (including a Subsidiary) on deposit or otherwise maintained with Lender or any Lender Affiliate, or (ii) a notice of lien or levy is filed against any of Borrower's assets by any government agency, and the same under subclauses (i) and (ii) hereof are not, within three (3) days after the occurrence thereof, discharged or stayed (whether through the posting of a bond or otherwise); or

(b) (i) any material portion of Borrower's assets is attached, seized, levied on, or comes into possession of a trustee or receiver, or (ii) any court order enjoins, restrains, or prevents Borrower from conducting any material part of its business;

**7.5. Insolvency** (a) a Loan Party is unable to pay its debts (including trade debts) as they become due or otherwise becomes insolvent; (b) a Loan Party begins an Insolvency Proceeding; or (c) an Insolvency Proceeding is brought against a Loan Party and not dismissed or stayed within thirty (30) days (but no Advance shall be made while of any of the conditions described in clause (a) exist and/or until any Insolvency Proceeding is dismissed);

**7.6. Other Agreements.** There is, under any agreement to which a Loan Party is a party with a third party or parties, (a) any default resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness; or (b) any default by a Loan Party, the result of which could have a Material Adverse Change; provided, however, that the Event of Default under this Section 7.6 caused by the occurrence of a default under such other agreement shall be cured or waived for purposes of this Agreement upon Lender receiving written notice from the party asserting such default of such cure or waiver of the default under such other agreement, if at the time of such cure or waiver under such other agreement (x) Lender has not declared an Event of Default under this Agreement and/or exercised any rights with respect thereto; (y) any such cure or waiver does not result in an Event of Default under any other provision of this Agreement or any Loan Document; and (z) in connection with any such cure or waiver under such other agreement, the terms of any agreement with such third party are not modified or amended in any manner which could in the good faith judgment of Lender be materially less advantageous to the affected Loan Party.

**7.7. Judgments.** One or more final judgments, orders, or decrees for the payment of money (not covered by independent third-party insurance as to which liability has been accepted by such insurance carrier) shall be rendered against a Loan Party and the same are not, within thirty (30) days after the entry thereof, satisfied, discharged or execution thereof stayed or bonded pending appeal, or such judgments are not discharged prior to the expiration of any such stay (provided that no Advance shall be made prior to the discharge, stay, or bonding of such judgment, order, or decree);

**7.8. Misrepresentations.** A Loan Party or any Person acting for a Loan Party makes any representation, warranty, or other statement now or later in this

Agreement, any Loan Document or in any writing delivered to Lender or to induce Lender to enter this Agreement or any Loan Document, and such representation, warranty, or other statement is incorrect in any respect when made;

**7.9. Guaranty.** (a) Any guaranty of any Obligations terminates or ceases for any reason to be in full force and effect or (b) a Guarantor does not perform any obligation or covenant under any guaranty of the Obligations; or

**7.10. Lender Group.** A Loan Party defaults under any agreement (other than any Loan Document) with Lender or any of its Affiliates; or

**7.11. Governmental Approvals.** Any Governmental Approval shall have been revoked, rescinded, suspended, modified in an adverse manner or not renewed in the ordinary course for a full term or has caused or could be expected to cause, a Material Adverse Change, or materially adversely affects the legal qualifications of the Loan Parties or any of their Subsidiaries to hold such Governmental Approval in any applicable jurisdiction and such revocation, rescission, suspension, modification or non-renewal could be expected to materially affect the status of or legal qualifications of a Loan Party or any of its Subsidiaries to hold any Governmental Approval in any other jurisdiction.

## **8. LENDER'S RIGHTS AND REMEDIES**

**8.1. Rights and Remedies.** While an Event of Default occurs and continues Lender may, without notice or demand, do any or all of the following:

(a) declare all Obligations immediately due and payable (but if an Event of Default described in Section 7.5 occurs all Obligations are immediately due and payable without any action by Lender);

(b) stop advancing money or extending credit for Borrower's benefit under this Agreement or under any other agreement between Borrower and Lender;

(c) settle or adjust disputes and claims directly with Account Debtors for amounts on terms and in any order that Lender considers advisable, notify any Person owing Borrower money of Lender's security interest in such funds, and verify the amount of such account;

(d) make any payments and do any acts it considers necessary or reasonable to protect the Collateral and/or its security interest in the Collateral. Borrower shall assemble the Collateral if Lender requests and make it available as Lender designates. Lender may enter premises where the Collateral is located, take and maintain possession of any part of the Collateral, and pay, purchase, contest, or compromise any Lien which appears to be prior or superior to its security interest and pay all expenses incurred. Borrower grants Lender a license to enter and occupy any of its premises, without charge, to exercise any of Lender's rights or remedies;



(e) apply to the Obligations any (i) balances and deposits of Borrower it holds, or (ii) any amount held by Lender owing to or for the credit or the account of Borrower;

(f) ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell the Collateral. Lender is hereby granted a non-exclusive, royalty-free license or other right to use, without charge, Borrower's labels, Patents, Copyrights, mask works, rights of use of any name, trade secrets, trade names, Trademarks, and advertising matter, or any similar property as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Lender's exercise of its rights under this Section, Borrower's rights under all licenses and all franchise agreements inure to Lender's benefit;

(g) deliver a notice of exclusive control, any entitlement order, or other directions or instructions pursuant to any Control Agreement or similar agreements providing control of any Collateral;

(h) demand and receive possession of a copy of Borrower's Books; and

(i) exercise all rights and remedies available to Lender under the Loan Documents or at law or equity, including all remedies provided under the Code (including disposal of the Collateral pursuant to the terms thereof).

**8.2. Protective Payments.** If Borrower fails to obtain the insurance called for by Section 5.5 or fails to pay any premium thereon or fails to pay any other amount which Borrower is obligated to pay under this Agreement or any other Loan Document, Lender may obtain such insurance or make such payment, and all amounts so paid by Lender are Lender Expenses and immediately due and payable, bearing interest at the then highest rate applicable to the Obligations, and secured by the Collateral. Lender will make reasonable efforts to provide Borrower with notice of Lender obtaining such insurance at the time it is obtained or within a reasonable time thereafter. No payments by Lender are deemed an agreement to make similar payments in the future or Lender's waiver of any Event of Default.

**8.3. Application of Payments and Proceeds upon Default.** If an Event of Default has occurred and is continuing, Lender may apply any funds in its possession, whether from Borrower account balances, payments, proceeds realized as the result of any collection of Accounts or other disposition of the Collateral, or otherwise, to the Obligations in such order as Lender shall determine in its sole and absolute discretion. Any surplus shall be paid to Borrower or other Persons legally entitled thereto; the Loan Parties shall remain liable to Lender for any deficiency. If Lender, in its sole and absolute discretion, directly or indirectly enters into a deferred payment or other credit transaction with any purchaser at any sale of Collateral, Lender shall have the option, exercisable at any time, of either reducing the Obligations by the principal amount of the purchase price or deferring the reduction of the Obligations until the actual receipt by Lender of cash therefor.

**8.4. Lender's Liability for Collateral.** So long as Lender complies with reasonable banking practices and applicable law (including, but not limited to the Code) regarding the safekeeping of the Collateral in the possession or under the control of Lender, Lender shall not be liable or responsible for: (a) the safekeeping of the Collateral; (b) any loss or damage to the Collateral; (c) any diminution in the value of the Collateral; or (d) any act or default of any carrier, warehouseman, bailee, or other Person. Borrower bears all risk of loss, damage or destruction of the Collateral.

**8.5. No Waiver; Remedies Cumulative.** Lender's failure, at any time or times, to require strict performance by a Loan Party of any provision of this Agreement or any other Loan Document shall not waive, affect, or diminish any right of Lender thereafter to demand strict performance and compliance herewith or therewith. No waiver hereunder shall be effective unless signed by the party granting the waiver and then is only effective for the specific instance and purpose for which it is given. Lender's rights and remedies under this Agreement and the other Loan Documents are cumulative. Lender has all rights and remedies provided under the Code, by law, or in equity. Lender's exercise of one right or remedy is not an election and shall not preclude Lender from exercising any other remedy under this Agreement or other remedy available at law or in equity, and Lender's waiver of any Event of Default is not a continuing waiver. Lender's delay in exercising any remedy is not a waiver, election, or acquiescence.

**8.6. Demand Waiver.** Each of the Loan Parties waives demand, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees held by Lender on which a Loan Party is liable.

**8.7. Borrower Liability.** To the extent there is more than one Borrower, any Borrower may, acting singly, request an Advance hereunder. Each Borrower hereby appoints the other as agent for the other for all purposes hereunder, including with respect to requesting an Advance hereunder. Each Borrower hereunder shall be jointly and severally obligated to repay all Advances made hereunder, regardless of which Borrower actually receives said Advance, as if each Borrower hereunder directly received all Advances. Each Borrower waives (a) any suretyship defenses available to it under the Code or any other applicable law, and (b) any right to require Lender to: (i) proceed against any Borrower or any other person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. Lender may exercise or not exercise any right or remedy it has against any Borrower or any security it holds (including the right to foreclose by judicial or non-judicial sale) without affecting any Borrower's liability. Notwithstanding any other provision of this Agreement or other related document, until the Obligations are paid in full in cash and all commitments to extend credit are irrevocably terminated each Borrower irrevocably waives all rights that it may have at law or in equity (including, without limitation, any law subrogating Borrower to the rights of Lender under this Agreement) to seek contribution, indemnification or any other form of reimbursement from any other Borrower, or any other Person now or hereafter primarily or secondarily liable for any of the Obligations, for any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise and all rights that it might have to benefit from, or to participate in, any security for the Obligations as a result of any payment made

by Borrower with respect to the Obligations in connection with this Agreement or otherwise. Any agreement providing for indemnification, reimbursement or any other arrangement prohibited under this Section shall be null and void. If any payment is made to a Borrower in contravention of this Section, such Borrower shall hold such payment in trust for Lender and such payment shall be promptly delivered to Lender for application to the Obligations, whether matured or unmatured.

#### **9. NOTICES**

All notices, consents, requests, approvals, demands, or other communication by any party to this Agreement or any other Loan Document must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by electronic mail or facsimile transmission; (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, facsimile number, or email address indicated below. Lender or Borrower may change its mailing or electronic mail address or facsimile number by giving the other party written notice thereof in accordance with the terms of this Section 9.

If to a Loan Party: **First 100, LLC**  
10920 Southern Highlands Pkwy, 2<sup>nd</sup> Floor  
Las Vegas, NV 89141  
Attn: John LaSalla, Esq.  
Fax: 702-974-0284  
Email: Jlasalla@F100llc.com

With a copy to: **Cotton, Driggs, Walch, Holley, Woloson & Thompson**  
400 S. Fourth Street  
3rd Floor  
Las Vegas, NV 89101  
Attn: Jeffrey Albrechts, Esq.  
Fax: (702) 791-1912  
Email: jalbrechts@nevadafirm.com

If to Lender: **Omni Financial LLC**  
1260 41<sup>st</sup> Ave. STE O,  
Capitola, CA 95010  
Attn: Martin Boone  
Fax: 831-462-1618  
Email: Martin@shermanandboone.com

With a copy to: **Attn: Richard Shanks**  
Fax:  
Email: shanksr21@hotmail.com

**10. CHOICE OF LAW, VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE**

This Agreement and the other Loan Documents (unless any particular Loan Document shall otherwise provide) shall be governed by and construed in accordance with the laws of the State of Nevada applied to contracts to be performed wholly within the State of Nevada. Any judicial proceeding brought by Lender against a Loan Party with respect to any of the Obligations, this Agreement or any other Loan Document or related agreement may be brought in any court of competent jurisdiction in the County of Clark, State of Nevada, United States of America, and, by execution and delivery of this Agreement, each Loan Party accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts in connection with any such judicial proceeding brought by Lender against such Loan Party, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Loan Party hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Borrower at its address set forth in Section 9 and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Lender to bring proceedings against a Loan Party in the courts of any other jurisdiction. Each Loan Party waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. Any judicial proceeding by a Loan Party against Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Clark, State of Nevada.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH LOAN PARTY AND LENDER WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

**11. GENERAL PROVISIONS**

**11.1. Successors and Assigns.** This Agreement binds and is for the benefit of the successors and permitted assigns of each party. A Loan Party may not assign this Agreement or any rights or obligations under it without Lender's prior written consent (which may be granted or withheld in Lender's discretion). Lender has the right, without the consent of or notice to any Loan Party, to sell, transfer, assign, negotiate, or grant participation in all or any part of, or any interest in, Lender's obligations, rights, and benefits under this Agreement and the other Loan Documents.

### **11.2. Indemnification.**

(a) The Loan Parties shall indemnify Lender and its officers, directors, Affiliates, employees and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, fees and disbursements of counsel) which may be imposed on, incurred by, or asserted against Lender in any litigation, proceeding or investigation instituted or conducted by any governmental agency or instrumentality or any other Person with respect to any aspect of, or any transaction contemplated by, or referred to in, or any matter related to, this Agreement or the other Loan Documents, whether or not Lender is a party thereto, except to the extent that any of the foregoing is caused by the gross negligence or willful misconduct of the party being indemnified (as determined by a court of competent jurisdiction in a final and non-appealable judgment), or the action is brought as a result of actions taken by the Lender in the course of its assumption of management during a period of Default.

(b) The Loan Parties shall indemnify Lender and its officers, directors, Affiliates, employees and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, fees and disbursements of counsel) which may be imposed on, incurred by, or asserted against Lender (i) with respect to Borrower's business and operations and/or any investigation by a Governmental Authority or private party into Borrower's business and operations, (ii) under or on account of Borrower's violation of any applicable Environmental Laws, including, without limitation, the assertion of any Lien thereunder and/or (iii) with respect to any discharge of Hazardous Materials, the presence of any Hazardous Materials affecting real property owned or leased by Borrower, whether or not the same originates or emerges from such real property or any contiguous real estate. Borrower's obligations under sub-sections (b)(ii) and (iii) shall arise upon the discovery of the presence of any Hazardous Material at any real property owned or leased by Borrower, whether or not any federal, state, or local environmental agency has taken or threatened any action in connection with the presence of any Hazardous Materials, or the action is brought as a result of actions taken by the Lender in the course of its assumption of management during a period of Default.

**11.3. Time of Essence.** Time is of the essence for the performance of all Obligations in this Agreement.

**11.4. Severability of Provisions.** Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

**11.5. Correction of Loan Documents.** Lender may correct patent errors and fill in any blanks in the Loan Documents consistent with the agreement of the parties so long as Lender provides the Loan Parties with written notice of such correction and allows the Loan Parties three (3) days to object to such correction. In the event of such objection,

such correction shall not be made except by an amendment signed by Lender and the Loan Parties.

**11.6. Amendments in Writing; Waiver; Integration.** No purported amendment or modification of any Loan Document, or waiver, discharge or termination of any obligation under any Loan Document, shall be enforceable or admissible unless, and only to the extent, expressly set forth in a writing signed by the party against which enforcement or admission is sought. Without limiting the generality of the foregoing, no oral promise or statement, nor any action, inaction, delay, failure to require performance or course of conduct shall operate as, or evidence, an amendment, supplement or waiver or have any other effect on any Loan Document. Any waiver granted shall be limited to the specific circumstance expressly described in it, and shall not apply to any subsequent or other circumstance, whether similar or dissimilar, or give rise to, or evidence, any obligation or commitment to grant any further waiver. The Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of the Loan Documents merge into the Loan Documents.

**11.7. Maximum Charges.** In no event whatsoever shall interest and other charges charged hereunder exceed the highest rate permissible under law. In the event interest and other charges as computed hereunder would otherwise exceed the highest rate permitted under law, such excess amount shall be first applied to any unpaid principal balance owed by Borrower, and if the then remaining excess amount is greater than the previously unpaid principal balance, Lender shall promptly refund such excess amount to Borrower and the provisions hereof shall be deemed amended to provide for such permissible rate.

**11.8. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement.

**11.9. Survival.** All covenants, representations and warranties made in this Agreement continue in full force until this Agreement has terminated pursuant to its terms and all Obligations (other than inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Agreement) have been paid in full and satisfied. The obligation of the Loan Parties in Section 11.2 to indemnify Lender shall survive until the statute of limitations with respect to such claim or cause of action shall have run.

**11.10. Confidentiality/Sharing of Information.**

(a) Lender shall hold all non-public information obtained by Borrower pursuant to the requirements of this Agreement in accordance with Lender's customary procedures for handling highly confidential information of this nature; provided, however, Lender may disclose such confidential information (i) to its examiners, affiliates, outside auditors, counsel and other professional advisors, (ii) to any prospective transferees, and (iii) as required or requested by any Governmental Authority

or pursuant to legal process or applicable law; provided, further that (x) unless specifically prohibited by applicable law or court order, Lender shall use reasonable efforts prior to disclosure thereof, to notify Borrower of the applicable request for disclosure of such non-public information (A) by a Governmental Authority (other than any such request in connection with an examination of the financial condition of Lender by such Governmental Authority) or (B) pursuant to legal process and (y) in no event shall Lender be obligated to return any materials furnished by a Loan Party other than those documents and instruments in possession of Lender in order to perfect its Lien on the Collateral once the Obligations have been paid in full and this Agreement has been terminated.

(b) The Loan Parties shall not disclose the identity of Investor or any of its Affiliates, officers, directors, or employees without Lender's prior written consent; provided, however, a Loan Party may disclose such confidential information (i) to its examiners, affiliates, outside auditors, counsel and other professional advisors, (ii) to any prospective transferees, and (iii) as required or requested by any Governmental Authority or pursuant to legal process or applicable law; provided, further that (x) unless specifically prohibited by applicable law or court order, Borrower shall use reasonable efforts prior to disclosure thereof, to notify Lender of the applicable request for disclosure of such non-public information.

**11.11. Attorneys' Fees, Costs and Expenses.** All costs and expenses shall be part of the Obligations, including, without limitation:

(a) attorneys' fees and disbursements incurred by Lender, (i) in all successful efforts made to enforce payment of any Obligation or effect collection of any Collateral, or (ii) in connection with the entering into, modification, amendment and administration of this Agreement or any consents or waivers hereunder and all related agreements, documents and instruments, or (iii) in successfully instituting, maintaining, preserving, enforcing and foreclosing on Lender's security interest in or Lien on any of the Collateral, whether through judicial proceedings or otherwise, or (iv) in successfully defending or prosecuting any actions or proceedings relating to Lender's transactions with a Loan Party, or (v) in connection with any advice given to Lender with respect to its rights and obligations under this Agreement and all related agreements, or (vi) in connection with the successful enforcement of this Agreement or any consent or waivers hereunder and all related agreements, documents and instruments; and

(b) fees and disbursements mutually agreed upon by the parties and incurred by Lender in connection with any appraisals of Inventory, Receivables, or other Collateral, field examinations, collateral analysis or monitoring or other business analysis conducted by Lender or outside Persons in connection with this Agreement and all related agreements.

**11.12. Electronic Execution of Documents.** The words "execution," "signed," "signature" and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as

provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

**11.13. Captions.** The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

**11.14. Construction of Agreement.** The parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the parties caused the uncertainty to exist.

**11.15. Relationship.** The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship with duties or incidents different from those of parties to an arm's-length contract.

**11.16. Third Parties.** Nothing in this Agreement, whether express or implied, is intended to: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons other than the express parties to it and their respective permitted successors and assigns; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any party to this Agreement.

**11.17. Consequential Damages.** None of Lender nor any agent or attorney for any of them, shall be liable to a Loan Party for indirect, punitive, exemplary, incidental, special or consequential damages arising from any breach of contract, tort or other wrong relating to the establishment, administration or collection of the Obligations.

[Signature page follows.]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

**BORROWER:**

**First 100, LLC,**  
a Nevada limited liability company

By: 

Name: *Jay Bloom*

Title: *Manager*


**GUARANTORS:**


**1<sup>st</sup> One Hundred Holdings, LLC,** a Nevada limited liability company

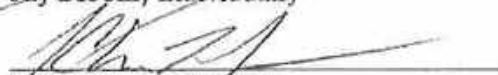
By: 

Name: *Jay Bloom*

Title: *Manager*

  
Matthew Farkas, Individually

  
Jay Bloom, Individually

  
Chris Morgando, Individually

  
Carlos Cardenas, Individually

**LENDER:**

**Omni Financial LLC,** a California limited liability company

By: 

by: Cura Financial, LLC, its Manager

By: Martin Boone, Manager

**LOAN AGREEMENT ADDENDUM ONE**  
**DATED MAY 28, 2014**

This Loan Agreement Addendum One ("Addendum") is attached to and made part of that certain Loan Agreement (the "Agreement") dated May 27, 2014 by and between First 100, LLC, herein referred to as "Borrower," Omni Financial, LLC, herein referred to as "Lender;" 11 One Hundred Holdings, LLC, Jay Bloom, Matthew Parkas, Chris Morgando, and Carlos Cardenas herein collectively referred to as "Guarantors" for the purpose of further memorializing the parties intentions with regards to certain requirements in the loan documents initiated pursuant to the Agreement.

(1) With respect to the requirement in the Payment Arrangement Agreement which requires Gursky Ragan PA to prepare and record Deeds of Trust or Mortgages in favor of Lender on all properties foreclosed upon [Section 2.08(b)], said requirement will be terminated when Lender's loan to value ratio reaches fifty percent (50%). This ratio will be computed by attributing full market value to properties that have extinguished all liens through quiet title actions together with attributing fifty percent (50%) of fair market value to homes that have not completed quiet title actions successfully.

As an example, if the Borrower has foreclosed, and Lender's lien has been recorded upon 100 homes with a market value of \$100,000 on each property, and 50 homes have successfully completed quiet title and 50 have not, then the 50 homes with clear title would be valued at \$5,000,000 and the 50 with the liens not yet removed would be valued at \$2,500,000 for a total value of \$7,500,000. In this case, the aggregate value at a 30% loan to value would support a loan balance of \$2,250,000, and therefore, if the loan balance equals that amount, or less, the recording of Deeds of Trust or Mortgages for additional security would stop. However, in the event that Lender determines that there have been changes in the legislation or results from court rulings that may affect the success rate of quiet title actions, then Lender reserves the right to reduce or eliminate the credit for the value of properties that have not completed quiet title action.

(2) Borrower and Lender agree to execute a Payment Arrangement or Servicing Agreement consistent with the terms of the Gursky Ragan Agreements with a third party property management company to collect and disburse all rents or sales proceeds from foreclosed properties.

With regard to all Payment Arrangement Agreements, including the Gursky Ragan Agreement, it is the intent that Lender would be able to exercise its option to restrict distributions to Borrower as provided for in Section 2.08 of the Gursky Ragan Agreement in the event that Lender believes that it's collateral equity is in jeopardy or is being unreasonably eroded. In the event that Lender makes that determination, Borrower agrees to work with Lender in adopting fiscal changes within Borrower's company to reduce operating costs to a level commensurate to income and to prevent further erosion of equity.

(3) It is understood that the Lender has no obligation for additional funding and that there would be no additional funding permitted by Lender on the existing Note secured by the collateral until either 1) additional collateral approved by Lender is acquired with new funds, or 2) Lender has had time to determine that the business model is working as projected and would support additional funding.

(4) Borrower and Guarantors are aware that Lender is acting as a Lender only in this transaction and is not a party to the agreements between Borrower and Genesis 2013, LLC to fund other Borrower activities.

[SIGNATURE PAGE TO FOLLOW]

**BORROWER:**

**First 100, LLC, a Nevada limited liability company**

By: **Jay Bloom, Managing Member**

Date

Name:

**GUARANTOR:**

**1<sup>st</sup> One Hundred Holdings, LLC, a Nevada limited liability company**

By:

Name:

Title:

Date

**GUARANTOR:**

By:

Name: **Matthew Farkas**, individually

Date

**GUARANTOR:**

By

Name: **Jay Bloom**, individually

Date

**GUARANTOR:**

By:

Name: **Chris Morgando**, individually

Date

**GUARANTOR:**

By:

Name: **Carlos Cardenas**, individually

Date

**LENDER:**

**Omni Financial, LLC, a California limited liability company**

By

By:  **Omni Financial, LLC, a California limited liability company, its Manager**

By: **Martin Boone**, Managing Member

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**LOAN AGREEMENT ADDENDUM TWO  
DATED JUNE 23, 2014**

This Loan Agreement Addendum Two ("Addendum") is attached to and made part of that certain Loan Agreement (the "Agreement") dated May 27, 2014 by and between First 100, LLC, herein referred to as Borrower, Omni Financial, LLC, herein referred to as "Lender", and 1<sup>st</sup> One Hundred Holdings, LLC, Jay Bloom, Matthew Parkas, Chris Morgando, and Carlos Cardenas herein collectively referred to as "Guarantors" for the purpose of further memorializing the Parties additional agreements concerning additional funds to be advanced by Lender under the Agreement.

**WHEREAS**, lender has advanced \$2,550,000.00 of the total \$5,000,000.00 loan amount as outlined in the subject agreement;

**WHEREAS**, First 100 has the opportunity to purchase some or all of the additional properties as shown on the Exhibit "A" to this Addendum;

**WHEREAS**, Omni is willing to fund an additional \$400,000.00 to First 100 for the acquisition of the properties under terms outlined herein.

**NOW THEREFORE**, The Parties agree as follows:

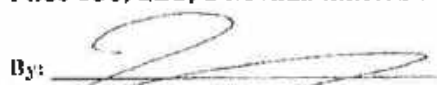
1. Omni shall advance the \$400,000 upon execution of this agreement by all Parties
2. First 100 agrees to use those funds only for the purchase of the properties listed on Exhibit A, or substituted properties of equal or greater value prior to July 10<sup>th</sup> 2014.
3. First 100 shall use due diligence in confirming that the properties have not been foreclosed nor is there a foreclosure emanate that could foreclose prior to First 100 initiating a stay and quiet title action.
4. Concurrently with the purchase, and property being deeded to First 100, then First 100 shall execute and record a deed of trust in favor of Omni Financial and a conformed copy of the recorded deed of trust shall be sent to Omni within 3 days of recording.
5. First 100 shall enter into a property management agreement for the management of the properties and the agreement would be consistent with the terms of the existing Gursky Ragan agreement, as to the control and disbursement of funds. In the event property management is done "In House" First 100 will establish a separate trust account for managing Omni's secured properties and disburse funds under terms consistent with the Gursky Ragan agreement including the controls by Omni
6. If any funds remain after the July 10, 2014 time period for acquiring properties, it shall be returned to Omni unless Omni agrees in writing to extend the purchase time frame or agrees to the use of excess funds to pursue quiet title action on the properties.

7. All funds advanced under this addendum shall be covered by all terms, conditions and securities of the original loan documents and guarantees as though it had been part of the original loan advance, except interest on the \$400,000 would accrue from the date of funding for this advance. Until such time as all properties that can be acquired and secured with the funds advanced and deeds of trusts recorded, First 100 shall provide daily written updates on the status each business day, plus weekly financial reports from First 100.

**[SIGNATURE PAGE FOLLOWS]**

**BORROWER:**

**First 100, LLC, a Nevada limited liability company**

By:   
Name: Jay Bloom, Managing Member

6/23/14  
Date


**GUARANTOR:**

**1st One Hundred Holdings, LLC, a Nevada limited liability company**

By:   
Name:

6/23/14  
Date

**GUARANTOR:**

By:   
Name: Matthew Farkas, individually

6/23/14  
Date

**GUARANTOR:**

By:   
Name: Jay Bloom, individually

6/23/14  
Date

**GUARANTOR:**

By:   
Name: Chris Morgando, individually

6/23/14  
Date

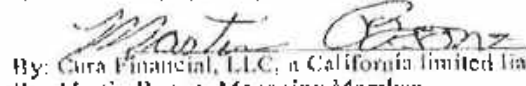
**GUARANTOR**

By:   
Name: Carlos Cardenas, individually

6/23/14  
Date

**LENDER:**

**Omni Financial, LLC, A California limited liability company,**

By:   
By: Martin Boone, Managing Member

6/23/14  
Date

## EXHIBIT "A"

TO

## ADDENDUM TWO

| HOA  | APN                      | Street Address               | City             | State | Total Acquisition Cost | Market Value    |
|--|--------------------------|------------------------------|------------------|-------|------------------------|-----------------|
| SPRING CREEK HOMEOWNERS ASSOCIATION          | 118-27-417-052           | 101 Luna Way #145            | Las Vegas        | NV    | \$ 4,424.97            | \$ 46,476.00    |
| CALIBTO TERRACE OWNERS ASSOCIATION           | 179-12-611-026           | 601 Calibto Circle Unit 1015 | Simi Valley      | CA    | \$ 3,818.80            | \$ 54,870.00    |
| CALIBTO TERRACE OWNERS ASSOCIATION           | 179-12-611-031           | 601 Calibto Circle #295      | Henderson        | NV    | \$ 2,308.00            | \$ 61,850.00    |
| CALIBTO TERRACE OWNERS ASSOCIATION           | 179-12-611-041           | 601 Calibto Circle #641      | Henderson        | NV    | \$ 1,870.45            | \$ 61,458.00    |
| VALLEY GOLF PARADISE HOMEOWNERS ASSOC        | 162-11-511-091           | 2300 Kreen Ave #15           | Las Vegas        | NV    | \$ 6,046.00            | \$ 63,887.00    |
| East North Home Owners Association, Inc.     | 264457-00010-150001      | 2306 Windy Dr.               | Garland          | TX    | \$ 4,582.76            | \$ 121,980.00   |
| Arizona Estates Homeowners Association       | 101-30-360               | 2931 E. Wildhorse Dr.        | Chandler         | AZ    | \$ 2,043.80            | \$ 137,660.00   |
| Donna Chase Condominium Owners Association   | 114-0000001              | 9407 Ashland Ave #B1         | Houston          | TX    | \$ 2,001.06            | \$ 51,867.00    |
| Lafayette Homeowners Association             | 211-20-459               | 33507 S. Golder Dr.          | Scottsdale       | AZ    | \$ 28,704.70           | \$ 128,211.00   |
| Johnson Ranch Community Association          | 210-61-1400              | 29962 N. Sisson Way          | San Ramon Valley | CA    | \$ 71,748.47           | \$ 167,679.00   |
| Spring Park Terraces Condominium Association | 10-25-411-0001-1011      | 1111 Celebration Avenue #10  | Riverside        | CA    | \$ 5,381.69            | \$ 249,975.00   |
| Southridge Homeowners Association, Inc.      | 5141-18-611-0215         | 10554 NW 1st                 | Pembroke Pines   | FL    | \$ 9,812.61            | \$ 132,087.00   |
| Southridge Homeowners Association, Inc.      | 5141-18-611-0613         | 10552 NW 1st                 | Pembroke Pines   | FL    | \$ 4,347.40            | \$ 145,881.00   |
| Amhurst Oaks Homeowners Association, Inc.    | 51-21-35-015-A-0091-0000 | 95711 Inglisham Circle       | Calahan          | IL    | \$ 5,573.80            | \$ 119,585.00   |
| Pipers Cay Association Inc.                  | 00-4-44-02-1-0001-0117   | 599 Poplar Cypress           | West Palm Beach  | FL    | \$ 2,271.79            | \$ 116,664.00   |
| HORIZON HEIGHTS COMMUNITY ASSOCIATION        | 179-11-214-007           | 665 Monument Pointe          | Henderson        | NV    | \$ 2,714.77            | \$ 168,148.00   |
| STEWART TOWN HOMEOWNERS ASSOCIATION          | 119-15-710-010           | 212 N. Brown St Apt 1        | Las Vegas        | NV    | \$ 8,889.54            | \$ 54,780.00    |
| STEWART TOWN HOMEOWNERS ASSOCIATION          | 119-15-710-006           | 240 N. Bruce St Apt 1        | Las Vegas        | NV    | \$ 7,605.04            | \$ 49,768.00    |
| STEWART TOWN HOMEOWNERS ASSOCIATION          | 119-15-710-019           | 201 N. Bruce St Apt 1        | Las Vegas        | NV    | \$ 2,914.97            | \$ 41,155.00    |
| STEWART TOWN HOMEOWNERS ASSOCIATION          | 119-15-710-020           | 228 N. Bruce St Apt 1        | Las Vegas        | NV    | \$ 5,115.14            | \$ 51,707.00    |
| PERASHAH HILL OWNERS ASSOCIATION             | 124-19-351-017           | 6125 Montclair Ln. #101      | North Las Vegas  | NV    | \$ 17,939.48           | \$ 104,512.00   |
| HOME TOWN DIVISION OWNERS ASSOCIATION        | 124-17-325-006           | 1015 Clark Canyon Dr         | North Las Vegas  | NV    | \$ 10,976.49           | \$ 118,914.00   |
| ONE PARK HOMEOWNERS ASSOCIATION              | 127-15-714-041           | 558 Whispering Grove Ave     | Las Vegas        | NV    | \$ 2,017.86            | \$ 182,001.00   |
| TIERRA ANSA ASSOCIATION                      | 140-13-511-018           | 5182 Camino Roman Ave        | Las Vegas        | NV    | \$ 9,190.51            | \$ 100,071.00   |
| LUDLOW COMMUNITY ASSOCIATION                 | 125-10-511-055           | 7604 Eileen St               | Las Vegas        | NV    | \$ 3,975.61            | \$ 284,150.00   |
| RYNDORA COMMUNITY ASSOCIATION                | 125-21-511-020           | 7709 Sierra Alta Dr.         | Las Vegas        | NV    | \$ 15,706.76           | \$ 171,215.00   |
| HOME TOWN DIVISION OWNERS ASSOCIATION        | 124-17-325-012           | 2706 Silver Canyon Dr        | North Las Vegas  | NV    | \$ 1,457.23            | \$ 155,173.00   |
| CHRISTOPHER COMMUNITIES AT SOUTHERN          | 191-06-611-004           | 1122 Oakland Hills Dr        | Las Vegas        | NV    | \$ 10,000.00           | \$ 522,212.00   |
| CHRISTOPHER COMMUNITIES AT SOUTHERN          | 191-06-611-011           | 11757 Oakland Hills Dr       | Las Vegas        | NV    | \$ 10,000.00           | \$ 522,212.00   |
| ISLEHANE COMMUNITY ASSOCIATION               | 176-05-710-114           | 8772 W. Maple Ave #1102      | Las Vegas        | NV    | \$ 12,017.29           | \$ 101,212.00   |
| ISLEHANE COMMUNITY ASSOCIATION               | 176-05-710-114           | 8772 W. Maple Ave #1103      | Las Vegas        | NV    | \$ 15,038.64           | \$ 114,085.00   |
| GRANITE CREST HOMEOWNERS ASSOCIATION         | 161-01-422-001           | 6130 E. Sahara Ave #1010     | Las Vegas        | NV    | \$ 2,138.94            | \$ 80,114.00    |
| GRANITE CREST HOMEOWNERS ASSOCIATION         | 161-01-422-013           | 6130 E. Sahara Ave #1010     | Las Vegas        | NV    | \$ 4,065.52            | \$ 128,711.00   |
| MOUNTAIN GATE HOMEOWNERS ASSOCIATION         | 140-14-117-070           | 5010 Tanager Court           | Las Vegas        | NV    | \$ 9,950.48            | \$ 152,321.00   |
| MOUNTAIN GATE HOMEOWNERS ASSOCIATION         | 140-14-117-070           | 5010 Tanager Court           | Las Vegas        | NV    | \$ 20,600.90           | \$ 165,295.00   |
| MISSION POINTE HOMEOWNERS ASSOCIATION        | 127-27-710-019           | 5010 Tanager Court           | Las Vegas        | NV    | \$ 2,051.09            | \$ 118,958.00   |
| MISSION POINTE HOMEOWNERS ASSOCIATION        | 127-27-710-019           | 10245 S. Maryland Pkwy #1010 | Las Vegas        | NV    | \$ 5,011.92            | \$ 105,544.00   |
| GAVANNA HOMEOWNERS ASSOCIATION               | 111-11-111-019           | 3570 Torquino Waters Ave     | North Las Vegas  | NV    | \$ 50,547.10           | \$ 141,885.00   |
| GAVANNA HOMEOWNERS ASSOCIATION               | 111-11-111-033           | 10380 Meritway #1000         | North Las Vegas  | NV    | \$ 9,407.20            | \$ 154,656.00   |
| GAVANNA HOMEOWNERS ASSOCIATION               | 111-11-111-033           | 9575 Montebello Dr #101      | North Las Vegas  | NV    | \$ 6,597.56            | \$ 174,037.00   |
| REVERWALK HOMEOWNERS ASSOCIATION             | 161-15-611-070           | 6518 Brady Blvd #1           | Las Vegas        | NV    | \$ 4,110.66            | \$ 143,691.00   |
| HARTIDGE HOMEOWNERS ASSOCIATION              | 124-31-310-018           | 455 Lily Hope Ave            | North Las Vegas  | NV    | \$ 13,036.90           | \$ 176,011.00   |
| LA CLUSIA HOMEOWNERS ASSOCIATION, INC.       | 167-14-112-007           | 1701 E. Kille Ave #2         | Las Vegas        | NV    | \$ 5,376.88            | \$ 54,960.00    |
| LA CLUSIA HOMEOWNERS ASSOCIATION, INC.       | 167-14-112-007           | 1701 E. Kille Ave #20        | Las Vegas        | NV    | \$ 10,217.40           | \$ 54,915.00    |
| LA CLUSIA HOMEOWNERS ASSOCIATION, INC.       | 167-14-112-007           | 1701 E. Kille Ave #52        | Las Vegas        | NV    | \$ 12,284.90           | \$ 54,815.00    |
| LA CLUSIA HOMEOWNERS ASSOCIATION, INC.       | 167-14-112-005           | 1701 E. Kille Ave #95        | Las Vegas        | NV    | \$ 7,621.10            | \$ 54,239.00    |
| HIDDEN CANYON OWNERS ASSOCIATION             | 149-09-111-008           | 3512 Shiloh Way              | North Las Vegas  | NV    | \$ 16,902.25           | \$ 173,111.00   |
| SENE MOUNTAIN QUARTERS COMMUNITY A           | 174-01-413-014           | 10610 Amoultan Stream Ct     | Las Vegas        | NV    | \$ 9,920.57            | \$ 145,069.00   |
| NOVADA TRAILS COMMUNITY ASSOCIATION          | 176-10-611-008           | 3551 Ringwood Ct             | Las Vegas        | NV    | \$ 9,781.91            | \$ 192,649.00   |
|  |                          |                              |                  |       | \$ 435,566.62          | \$ 1,812,251.00 |

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**LOAN AGREEMENT ADDENDUM THREE  
DATED SEPTEMBER 29, 2014**

This Loan Agreement Addendum Three ("Addendum") is attached to and made part of that certain Loan Agreement (the "Agreement") dated May 27, 2014 and Loan Agreement Addendums One and Two incorporated thereto by and between First 100, LLC, herein referred to as Borrower, Omni Financial, LLC and Orbis Financial, LLC, herein referred to as "Original Lender", and 1<sup>st</sup> One Hundred Holdings, LLC, Jay Bloom, Matthew Parkas, Chris Morgando, and Carlos Cardenas herein collectively referred to as "Guarantors" for the purpose of further memorializing the Parties agreements concerning additional new funds to be advanced by Original Lender or their assigns under the Agreement.

**RECITALS**

- A. WHEREAS**, Original Lender has advanced TWO MILLION NINE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,950,000.00) of the total FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) loan amount as outlined in the subject Agreement; and
- B. WHEREAS**, Original Lender's loan is secured and governed by the following loan documents:
  - 1. Security Agreement dated 5/27/2014
  - 2. Collateral Assignment of Certain HOA Proceeds and Power of Attorney dated 5/27/2014 (Nevada)
  - 3. Collateral Assignment of Certain HOA Proceeds and Power of Attorney dated 5/27/2014 (Florida)
  - 4. Deeds of Trust on certain Borrower owned properties in Nevada and Florida
  - 5. Loan Agreement dated 5/27/2014
  - 6. Loan Agreement Addendum One dated 5/27/2014
  - 7. Loan Agreement Addendum Two dated 6/23/2014
  - 8. Payment Arrangement Agreement dated 8/1/2014
  - 9. Loan Participation Agreement dated 5/20/2014
  - 9. Promissory Note dated 5/27/2014
- C. WHEREAS**, First 100 has the opportunity to purchase some or all of a new group of HOA liens as set forth on an Exhibit "A" to this Addendum; and
- D. WHEREAS**, Katzman Garfinkel has replaced Gursky Ragan as the law firm providing collection, judicial foreclosure lawsuits, and other services to Poliniana and other HOA's, and payment arrangement services to Original Lender; and



**E. WHEREAS**, Original Lenders are not in a position to advance funds for the purchase of these new liens on a long term basis but believe they can find an investor or investors "New Investor" willing to fund an additional TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) or more to First 100 for the acquisition of the liens within a reasonable time.

**F. WHEREAS**, the parties are aware that time constraints exist on the above referenced additional funding, and therefore Original Lender is willing to advance those funds under the following terms and conditions and on a short term basis if a New Investor has not been identified in time to fund in a timely manner.

#### **AGREEMENTS**

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Original Lender or the New Investor shall advance TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) to Katzman Garfinkel, under the Payment Arrangement Agreement upon execution of this Addendum by all Parties and upon confirmation by Katzman Garfinkel that the purchase agreement for the additional HOA Liens is in place and ready to fund.
2. First 100 agrees that those funds are to be used only for the purchase of the available approximate ONE HUNDRED SIXTY SEVEN (167) liens listed on Exhibit A for Eastwood Community Association ("Eastwood") in Orlando, Florida or substituted liens of equal or greater value prior to November 15, 2014. As additional consideration for the additional new advance, Original Lender or assigns shall be entitled to FIVE PERCENT (5%) of all net proceeds as may be generated by the Eastwood liens under the same terms and provisions as provided to Original Lender for the Poinciana liens.
3. Upon Original Lender's designation of a New Investor, the Parties agree to modify the Payment Arrangement Agreement or Property Management Agreements to include the New Investor. The agreements are to be consistent with the terms of the existing Katzman Garfinkle Agreement as to the control and disbursement of funds. However, at Original Investors option, the modified agreements would provide as follows:
  - a. All distributions from assets currently covered by the existing Payment Arrangement Agreement would continue to be dispersed as provided for in the current Payment Arrangement Agreement until the Original Lender is paid in full and then to the New Lender until they are paid in full.
  - b. All distributions from liens or assets attributable to Exhibit A to this Addendum will be made according to the Payment Arrangement Agreement except that the current

FIFTY PERCENT (50%) would be paid first to the New Investor until they are paid in full and then to the Original Lender until they are paid in full.

c. Deeds of Trust required under the Payment Arrangement Agreement would be made in favor of the New Investor on all properties acquired pursuant to liens shown in Exhibit A to this Addendum.

4. In the event that property is owned by First 100 as the result of a foreclosure action on any properties attributable to the Eastwood HOA liens as set forth under Exhibit A, First 100 shall concurrently execute and record a Deed of Trust in favor of New Investor. First 100 shall also cause a conformed copy of the recorded Deed and Deed of Trust to be sent to New Investor within THREE (3) business days of said recording.
5. First 100 shall enter into a property management agreement for the management of any foreclosed properties taken back under Paragraph 4 above which would be consistent with the terms of the Payment Arrangement Agreement as modified in Paragraph 3 above, as to funds being disbursed. If management is done "In House," First 100 will establish a separate trust account for managing New Investor's secured properties and disburse funds under terms consistent with the Payment Arrangement Agreement as modified in Paragraph 3 above, including any and all controls contained therein providing protection to Original Lender.
6. If any funds remain after the October 1, 2014 time period for acquiring liens, they shall be returned to Original Lender unless Original Lender agrees in writing to extend the purchase time frame or agrees to the use of excess funds for other lien related costs.
7. All funds advanced under this Addendum shall be covered by the terms, conditions and securities of the original loan documents and guarantees as though it had been part of the original loan advance. Interest on the TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000) advance would accrue from the date of funding. Until such time as all liens are acquired and secured with the funds advanced under this Addendum, First 100, or its counsel responsible for this lien portfolio, shall provide Lender with the following:
  - a) Daily written updates on the status of the liens acquisition and
  - b) Weekly financial reports from First 100.
8. It is the intent of the parties that under the terms of this Addendum, Original Lender shall be additionally secured for their advances to First 100 by the Eastwood liens in Exhibit A and any acquired foreclosed properties, except that New Investor shall have a priority status over Original Lender as to the return of Firmus' advanced funds and any interest and profit participation due to New Investor under the terms of the Loan Agreement. Upon the satisfaction of the


debt due New Investor under this Addendum, the disbursement of funds under the Payment Arrangement Agreement shall inure to Original Lender until such time as either all Eastwood liens are paid and removed and all acquired properties sold or First 100's debt due to Original Lenders has been satisfied.

9. It is the intent of the parties that under the terms of this Addendum, New Investor shall be additionally secured for their advances to First 100 by the Poinciana liens and acquired foreclosed properties, except that Original Lender shall have a priority status over New Investor as to the return of Original Lender's advanced funds and any interest and profit participation due to Original Lender under the terms of the Loan Agreement. Upon the satisfaction of the debt due Original Lender under this Addendum, the disbursement of funds under the Payment Arrangement Agreement shall inure to New Investor until such time as either all Poinciana liens are paid and removed and all acquired properties sold or First 100's debt due to New Investor has been satisfied.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum Agreement to be duly executed and delivered.

**BORROWER:**

First 100, LLC, a Nevada limited liability company


By:  9/29/14  
Name: Jay Bloom, Managing Member Date

**GUARANTOR:**

1st One Hundred Holdings, LLC, a Nevada limited liability company

By:  9/29/14  
Name: Jay Bloom, Managing Member Date

**GUARANTOR:**

By:  Date  
Name: Matthew Farkas, Individually

**GUARANTOR:**

By:  9/29/14  
Name: Jay Bloom, Individually Date

Revised 9/2/2014 12:08 pm

Page 4 of 5

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**GUARANTOR:**

By: [Signature]  
Name: Chris Morgando, individually

9/30/14  
Date

**GUARANTOR**

By: [Signature]  
Name: Carlos Cardenas, individually

9/30/14  
Date

**ORIGINAL LENDER:**

Omni Financial, LLC, A California limited liability company,

By: [Signature]  
By: Cura Financial, LLC, Its Manager  
By: Martin Boone, Managing Member

9-30-14  
Date

**ORIGINAL LENDER:**

Orbis Financial, LLC, A California limited liability company,

By: [Signature]  
By: Global Managers, LLC, Its Manager  
By: Martin Boone, Managing Member

9-30-14  
Date

**LOAN AGREEMENT ADDENDUM FOUR  
DATED NOVEMBER 18, 2014**

This Loan Agreement Addendum Four ("Addendum") is attached to and made part of that certain Loan Agreement (the "Agreement") dated May 27, 2014 and Loan Agreement Addendums One, Two, and Three incorporated thereto by and between First 100, LLC, herein referred to as Borrower, Omni Financial, LLC and Orbis Financial, LLC, herein referred to as "Original Lender", and 1<sup>st</sup> One Hundred Holdings, LLC, Jay Bloom, Matthew Farkas, Chris Morgando, and Carlos Cardenas herein collectively referred to as "Guarantors" for the purpose of further memorializing the Parties agreements concerning additional new funds advanced by Original Lender or their assigns under the Agreement.

**RECITALS**

- A. **WHEREAS**, Original Lender has advanced TWO MILLION NINE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,950,000.00) of the total FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) loan amount as outlined in the subject Agreement; and
- B. **WHEREAS**, Borrower has advised Lender that Borrower required an additional advance of funds in the amount of TWENTY THOUSAND SIXTY FIVE AND NO/100 DOLLARS (\$20,065.00) to provide funds needed for company operations; and
- C. **WHEREAS**, for internal accounting reasons, Original Lender desires to keep each of their respective loan principal balances equal to each other's principal balances; and
- D. **WHEREAS**, Original Lender is agreeable to advancing the above referenced additional advance under the following terms and conditions as set forth below.

**AGREEMENTS**

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. Omni Financial advanced TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) to Borrower, under the Agreement and subject to the associated Payment Arrangement Agreement on November 13, 2014.
- 2. Orbis Financial advanced TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) to Borrower, under the Agreement and subject to the associated Payment Arrangement Agreement on November 13, 2014.
- 3. Omni Financial also advanced an additional SIXTY FIVE AND NO/100 DOLLARS (\$65.00) on November 13, 2014, and in order to maintain Original Lender's equal standing under Paragraph C above, Omni will account for this advance internally as a charge to the Borrower bearing an interest rate of EIGHTEEN PERCENT (18.0%) until paid.
- 4. All other terms and conditions of the Agreement and Addendum thereto are to remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed and delivered.

Revised 11/19/2014 4:55 pm

Page 1 of 2

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**BORROWER:**

First 100, LLC, a Nevada limited liability company


By:  Date: 11/25/14  
Name: Jay Bloom, Managing Member

**GUARANTOR:**

1st One Hundred Holdings, LLC, a Nevada limited liability company

By:  Date: 11/25/14  
Name:

**GUARANTOR:**

By:  Date:  
Name: Matthew Parkas, individually

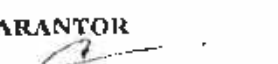
**GUARANTOR:**

By:  Date: 11/25/14  
Name: Jay Bloom, individually

**GUARANTOR:**

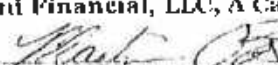
By:  Date: 11/25/14  
Name: Chris Morgando, individually

**GUARANTOR**

By:  Date: 11/25/14  
Name: Carlos Cardenas, individually

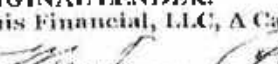
**ORIGINAL LENDER:**

Omni Financial, LLC, A California limited liability company,

By:  Date: 12-1-14  
By: Martin Boone, Managing Member

**ORIGINAL LENDER:**

Orbis Financial, LLC, A California limited liability company,

By:  Date: 12-1-14  
By: Martin Boone, Managing Member

**LOAN AGREEMENT ADDENDUM FOUR**  
**DATED JULY 2, 2015**

This Loan Agreement Addendum Four ("Addendum") is attached to and made part of that certain Loan Agreement (the "Agreement") dated May 27, 2014 and Loan Agreement Addendums One, Two, and Three incorporated thereto by and between First 100, LLC, herein referred to as Borrower, Omni Financial, LLC and Orbis Financial, LLC, herein referred to as "Original Lender", Firinus Financial, LLC a California Limited Liability Company ("Firinus" or "New Lender") and 1<sup>st</sup> One Hundred Holdings, LLC and Jay Bloom, Matthew Farkas, Chris Morgando, and Carlos Cardenas herein collectively referred to as "Guarantors" for the purpose of further memorializing the Parties agreements concerning additional new funds to be advanced by Original Lender or their assigns under the Agreement.

**RECITALS**

- A. **WHEREAS**, Original Lender has advanced TWO MILLION NINE HUNDRED NINETY THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$2,990,400.00) of the total FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) loan amount as outlined in the subject Agreement; and
- B. **WHEREAS**, Original Lender's loan is secured and governed by the following loan documents:
1. Security Agreement dated 5/27/2014
  2. Collateral Assignment of Certain HOA Proceeds and Power of Attorney dated 5/27/2014 (Nevada)
  3. Collateral Assignment of Certain HOA Proceeds and Power of Attorney dated 5/27/2014 (Florida)
  4. Deeds of Trust on certain Borrower owned properties in Nevada and Florida
  5. Loan Agreement dated 5/27/2014
  6. Loan Agreement Addendum One dated 5/27/2014
  7. Loan Agreement Addendum Two dated 6/23/2014
  8. Loan Agreement Addendum Three dated 9/29/2014
  9. Payment Arrangement Agreement (McCabe) (Assoc. of Poinciana Villages) dated 4/2/2015
  10. Payment Arrangement Agreement (McCabe) (PrenPoinciana, LLC) dated 4/3/2015
  11. Loan Participation Agreement dated 5/20/2014
  12. Addendum One to the Loan Participation Agreement dated 10/3/2014
  9. Promissory Note dated 5/27/2014
- C. **WHEREAS**, First 100 has requested an additional advance under the Loan Agreement in the amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) to be used for the purchase of approximately Seventeen (17) delinquent HOA liens, as shown in Exhibit A, from Temple Terrace Patio Home Association, Inc. in Tampa, Florida ("Temple Terrace Liens"), the purchase of a single

family Home at 653 Highgate Park Blvd. in Davenport, Florida, and for operating capital; and

D. WHEREAS, First 100 is expecting to close on a new source of funding for the company and only needs the additional advance for a short period of time and would agree to pay a TWENTY FIVE THOUSAND AND NO/100 DOLLAR (\$25,000.00) loan fee in order to be funded prior to the 4<sup>th</sup> of July; and

E. WHEREAS, Original Lenders are not in a position to advance funds but has found an investor, Firmus, who is willing to fund the additional TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) to First 100; and.

F. WHEREAS, the parties are aware that time constraints exist on the above referenced additional funding, and therefore Firmus or Original Lender is willing to advance those funds under the following terms and conditions and on a short term basis.

#### AGREEMENTS

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Firmus and/or Original Lender shall advance TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) to First 100 upon execution of this Addendum by all Parties. Firmus shall deduct TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) from the advance as payment of the Loan Fee and net Fund TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00) to Orbis Financial who will advance those funds to First 100 as an advance under the existing Loan Documents.
2. First 100 agrees that approximately SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00) of the funds advanced under this Agreement are to be used only for the purchase of Seventeen (17) delinquent HOA liens, as shown in Exhibit A, from Temple Terrace Patio Home Association, Inc. in Tampa, Florida ("Temple Terrace Liens"), the purchase of a single family Home at 653 Highgate Park Blvd. in Davenport, Florida, ("Additional Security Property") which will serve as additional security for the existing Original Lender's loan, and no other purpose.
3. Upon the request of Omni, Orbis, or Firmus, the Parties agree to modify the Payment Arrangement Agreement or Property Management Agreements to include Firmus. The agreements are to be consistent with the terms of the existing McCabe Agreement as to the control and disbursement of funds. However, at Original Lender's option, the modified agreements would provide as follows:
  - a. All distributions from assets currently covered by the existing Payment Arrangement Agreement would continue to be dispersed as provided for in the current Payment Arrangement Agreement until the Original Lender is paid in full and then to the New Lender until they are paid in full.



- b. All distributions from liens or assets attributable to Exhibit A to this Addendum will be made according to the Payment Arrangement Agreement except that all funds would go to first pay Firmus until they are paid in full and then to the Original Lender until they are paid in full.
  - c. Deeds of Trust required under the Payment Arrangement Agreement would be made in favor of the Firmus on all properties acquired pursuant to liens shown in Exhibit A to this Addendum.
- 4. In the event that property is owned by First 100 as the result of a foreclosure action on any properties attributable to the Temple Terrace Liens as set forth under Exhibit A, First 100 shall concurrently execute and record a Deed of Trust in favor of New Investor. First 100 shall also cause a conformed copy of the recorded Deed and Deed of Trust to be sent to New Lender within THREE (3) business days of said recording.
  - 5. First 100 shall enter into a property management agreement for the management of any foreclosed properties taken back under Paragraph 4 above which would be consistent with the terms of the Payment Arrangement Agreement as modified in Paragraph 3 above, as to funds being disbursed. If management is done "In House," First 100 will establish a separate trust account for managing New Investor's secured properties and disburse funds under terms consistent with the Payment Arrangement Agreement as modified in Paragraph 3 above, including any and all controls contained therein providing protection to Original Lender.
  - 6. Until such time as Firmus is added to the Payment Participation Agreement, First 100 will make separate payments to Firmus of principal and interest due to repay this advance.
  - 7. All funds advanced under this Addendum shall be covered by the terms, conditions and securities of the original loan documents and guarantees as though it had been part of the original loan advance. Interest on the TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000) advance would accrue from the date of funding. Until such time as all liens are acquired and secured with the funds advanced under this Addendum, First 100, or its counsel responsible for this lien portfolio, shall provide Lender with the following:
    - a) Weekly written updates on the status of the liens acquisition and
    - b) Monthly financial reports from First 100.
  - 8. It is the intent of the parties that under the terms of this Addendum, Original Lender shall be additionally secured for their advances to First 100 by the Temple Terrace Liens in Exhibit A, and 653 Highgate Park Blvd. in Davenport, Florida, and any acquired foreclosed properties, except that Firmus shall have a priority status over Original Lender as to the return of Firmus' advanced funds and any accrued interest due to Firmus under the terms of the Loan Agreement. Upon the satisfaction of the debt due Firmus under this Addendum, if the Original Lenders note is in default the disbursement of all funds under the Payment Arrangement Agreement shall inure to Original Lender until such time as either all Temple Terrace liens are paid and removed and all acquired properties sold or First 100's debt due to Original Lenders has been satisfied. If the Original Lender is not in

default then payments under the Payment Arrangement Agreement would be split FIFTY PERCENT (50.0%) to Original Lender and FIFTY PERCENT (50.0%) to First 100 until Original Lenders Note and regular interest are paid in full. Original Lenders contingent interest is not a part of this advance or the Additional Security.

9. It is the intent of the parties that under the terms of this Addendum, New Investor shall be additionally secured for their advances to First 100 by the Poinciana liens and acquired foreclosed properties, except that Original Lender shall have a priority status over Firmus as to the return of Original Lender's advanced funds and any interest and profit participation due to Original Lender under the terms of the Loan Agreement. Upon the satisfaction of the loan principal and regular interest and charges excluding contingent interest due Original Lender under this Addendum, the disbursement of funds under the Payment Arrangement Agreement excluding Original Lenders ongoing contingent interest shall inure to Firmus until such time as either all Poinciana liens are paid and removed and all acquired properties sold or First 100's debt due to Firmus has been satisfied.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum Agreement to be duly executed and delivered.

**BORROWER:**  
First 100, LLC, a Nevada limited liability company

By: \_\_\_\_\_  
Name: Jay Bloom, Managing Member Date

**GUARANTOR:**  
1st One Hundred Holdings, LLC, a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date

**GUARANTOR:**  
By:  Date 7/2/2015  
Name: Matthew Parkas, individually

**GUARANTOR:**

By: \_\_\_\_\_  
Name: Jay Bloom, individually Date

**GUARANTOR:**

By: \_\_\_\_\_  
Name: Chris Morgante, individually Date

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default then payments under the Payment Arrangement Agreement would be split FIFTY PERCENT (50.0%) to Original Lender and FIFTY PERCENT (50.0%) to First 100 until Original Lenders Note and regular Interest are paid in full. Original Lenders contingent interest is not a part of this advance or the Additional Security.

9. It is the intent of the parties that under the terms of this Addendum, New Investor shall be additionally secured for their advances to First 100 by the Polinciana liens and acquired foreclosed properties, except that Original Lender shall have a priority status over Firmus as to the return of Original Lender's advanced funds and any interest and profit participation due to Original Lender under the terms of the Loan Agreement. Upon the satisfaction of the loan principal and regular interest and charges excluding contingent interest due Original Lender under this Addendum, the disbursement of funds under the Payment Arrangement Agreement excluding Original Lenders ongoing contingent interest shall inure to Firmus until such time as either all Polinciana liens are paid and removed and all acquired properties sold or First 100's debt due to Firmus has been satisfied.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum Agreement to be duly executed and delivered.

**BORROWER:**

First 100, LLC, a Nevada limited liability company

By: \_\_\_\_\_  
Name: Jay Bloom, Managing Member Date

**GUARANTOR:**

1st One Hundred Holdings, LLC, a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date


**GUARANTOR:**

By: \_\_\_\_\_  
Name: Matthew Parkas, individually Date

**GUARANTOR:**

By: \_\_\_\_\_  
Name: Jay Bloom, individually Date

**GUARANTOR:**

By:  \_\_\_\_\_  
Name: Chris Morgando, individually Date 7-2-15

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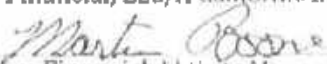
**GUARANTOR**

By:   
Name: Carlos Cardenas, individually

7/2/15  
Date

**ORIGINAL LENDER:**


Omni Financial, LLC, A California limited liability company,

By:   
By: Omni Financial, LLC, its Manager  
By: Martin Boone, Managing Member

7-2-15  
Date

**ORIGINAL LENDER:**

Orbis Financial, LLC, A California limited liability company,

By:   
By: Global Managers, LLC, its Manager  
By: Martin Boone, Managing Member

7-2-15  
Date

**NEW LENDER:**

Firmus Financial, LLC a California limited liability company

By: Main Street Managers, LLC, its Manager  
By: Ron Ward, Managing Member  
By: Main Street Realtors, Inc., its Manager  
By: Datta Khalsa, President

Date

default then payments under the Payment Arrangement Agreement would be split FIFTY PERCENT (50.0%) to Original Lender and FIFTY PERCENT (50.0%) to First 100 until Original Lenders Note and regular Interest are paid in full. Original Lenders contingent interest is not a part of this advance or the Additional Security.

9. It is the intent of the parties that under the terms of this Addendum, New Investor shall be additionally secured for their advances to First 100 by the Poinclana liens and acquired foreclosed properties, except that Original Lender shall have a priority status over Firmus as to the return of Original Lender's advanced funds and any interest and profit participation due to Original Lender under the terms of the Loan Agreement. Upon the satisfaction of the loan principal and regular interest and charges excluding contingent interest due Original Lender under this Addendum, the disbursement of funds under the Payment Arrangement Agreement excluding Original Lenders ongoing contingent interest shall inure to Firmus until such time as either all Poinclana liens are paid and removed and all acquired properties sold or First 100's debt due to Firmus has been satisfied.

(IN WITNESS WHEREOF, the parties hereto have caused this Addendum Agreement to be duly executed and delivered.

**BORROWER:**

First 100, LLC, a Nevada limited liability company

By: \_\_\_\_\_  
Name: Jay Bloom, Managing Member Date

**GUARANTOR:**

1st One Hundred Holdings, LLC, a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date

**GUARANTOR:**

By: Matthew Farkas 7/2/2015  
Name: Matthew Farkas, individually Date

**GUARANTOR:**

By: \_\_\_\_\_  
Name: Jay Bloom, individually Date

**GUARANTOR:**

By: \_\_\_\_\_  
Name: Chris Morgando, individually Date

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**GUARANTOR**

By: \_\_\_\_\_  
Name: Carlos Cardenas, individually Date

**ORIGINAL LENDER:**

Omni Financial, LLC, A California limited liability company,

By: Cura Financial, LLC, its Manager Date  
By: Martin Boone, Managing Member

**ORIGINAL LENDER:**

Orbis Financial, LLC, A California limited liability company,

By: Global Managers, LLC, its Manager Date  
By: Martin Boone, Managing Member

**NEW LENDER:**

Firmus Financial, LLC a California limited liability company

By: \_\_\_\_\_ 6/2/15  
By: Main Street Managers, LLC its Manager Date  
By: Ron Ward, Managing Member  
By: Main Street Realtors, Inc., its Manager  
By: Datta Khalsa, President

## EXHIBIT "A"

| TEMPLE TERRACE PATIO HOME ASSOCIATION<br>Property Address | Total<br>Receivables<br>Due | HOA Purchase<br>Price | HOA Attorney Collections<br>Fees Paid |
|---|-----------------------------|-----------------------|---------------------------------------|
| 5246 Tennis Court Circle Tampa FL 33617                   | \$ 30,057.76                | \$ 3,588.00           | LM Funding Balance                    |
| 5235 Tennis Court Circle Tampa FL 33617                   | \$ 26,916.61                | \$ 3,588.00           | LM Funding Balance                    |
| 5210 Tennis Court Circle Tampa FL 33617                   | \$ 26,463.98                | \$ 3,588.00           | LM Funding Balance                    |
| 5150 Tennis Court Circle Tampa FL 33617                   | \$ 26,194.34                | \$ 3,588.00           | LM Funding Balance                    |
| 5154 Tennis Court Circle Tampa FL 33617                   | \$ 25,550.34                | \$ 3,588.00           | LM Funding Balance                    |
| 5167 Tennis Court Circle Tampa FL 33617                   | \$ 24,710.43                | \$ 3,588.00           | LM Funding Balance                    |
| 5161 Tennis Court Circle Tampa FL 33617                   | \$ 24,438.43                | \$ 3,588.00           | LM Funding Balance                    |
| 5226 Tennis Court Circle Tampa FL 33617                   | \$ 24,106.85                | \$ 3,588.00           | LM Funding Balance                    |
| 5250 Tennis Court Circle Tampa FL 33617                   | \$ 24,084.77                | \$ 3,588.00           | LM Funding Balance                    |
| 5272 Tennis Court Circle Tampa FL 33617                   | \$ 22,754.45                | \$ 3,668.00           | LM Funding Balance                    |
| 5112 Tennis Court Circle Tampa FL 33617                   | \$ 20,706.88                | \$ 3,588.00           | LM Funding Balance                    |
| 5174 Tennis Court Circle Tampa FL 33617                   | \$ 20,092.57                | \$ 3,588.00           | LM Funding Balance                    |
| 5152 Tennis Court Circle Tampa FL 33617                   | \$ 17,684.37                | \$ 3,588.00           | LM Funding Balance                    |
| 5231 Tennis Court Circle Tampa FL 33617                   | \$ 17,494.40                | \$ 3,588.00           | LM Funding Balance                    |
| 5262 Tennis Court Circle Tampa FL 33617                   | \$ 13,058.01                | \$ 3,588.00           | LM Funding Balance                    |
| 5218 Tennis Court Circle Tampa FL 33617                   | \$ 12,894.51                | \$ 3,588.00           | LM Funding Balance                    |
| 5138 Tennis Court Circle Tampa FL 33617                   | \$ 17,566.78                | \$ 3,588.00           | LM Funding Balance                    |
| Total   | \$ 369,775.48               | \$ 61,076.00          |                                       |

| Property Address                                       | Total           | HOA Purchase | HOA Attorney Collection |
|--|-----------------|--------------|-------------------------|
| HIGHGATE PARK HOMEOWNERS ASSOCIATION<br>(1 properties) | Receivables Due | Price        | Fees Paid               |
| 653 Highgate Park Blvd. Davenport 33897 33615          | \$ 9,601.76     | \$ 8,659.00  | Collection Cost         |
| Total  | \$ 9,601.76     | \$ 8,659.00  |                         |

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## PROMISSORY NOTE

Loan No.: 3FIR100  
Date: May 27, 2014  
Loan Amount: \$5,000,000.00


FOR VALUE RECEIVED, the undersigned, **First 100, LLC**, a Nevada Limited Liability Company (hereinafter referred to as "Borrower"), whose address is **10920 Southern Highlands Parkway, 2<sup>nd</sup> Floor, Las Vegas, NV 89141** promises to pay to the order of **Omni Financial, LLC**, a California Limited Liability Company acting as lead lender in a loan participation (hereinafter referred to as "Lender"), whose address is **1260 41<sup>st</sup> Avenue, Suite O, Capitola CA 95010** or at such other place as Lender may from time to time designate in writing, the principal sum of **Five Million and 00/100 dollars (\$5,000,000.00)**, (the "Principal"), together with interest on the unpaid Principal Balance at the Loan Rate as described below, in lawful money of the United States of America until paid in full (all the above, collectively hereinafter referred to as the "Note" or "Loan"). Of the total Principal of \$5,000,000, Lender shall initially fund Two Million Five Hundred Fifty Thousand and 00/100 dollars (\$2,550,000.00) of that sum while retaining the right, alone or with other participants, to fund the balance in its sole and absolute discretion per the Loan Agreement between the parties.

1. **INTEREST RATE:** Borrower promises to pay interest on the unpaid Principal Balance to Lender until payment in full at the rate of eighteen percent (18.000%) per annum (the "Loan Rate"). Interest at the Loan Rate shall be calculated on the basis of a 365/365 actual, that is, by applying the ratio of the annual interest rate over a year of 365 days, multiplied by the outstanding Principal Balance, multiplied by the actual number of days the Principal Balance is outstanding.

NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. When, and if, increases occur in the interest rate, Lender, at Lender option, may do one or more of the following: (a) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (b) increase Borrower's payments to cover accruing interest, (c) increase the number of Borrower's payments, and (d) continue Borrower's payments at the same amount and increase Borrower's final payment.

2. **PAYMENTS:** Borrower promises to pay Lender on a monthly basis a payment of all accrued interest and costs commencing on the **1st day of July, 2014**, (or no earlier than one day

Borrower's initials: 

  
Omni Financial, LLC, 1260 41<sup>st</sup> AVE, STE O, CAPITOLA, CA 95010 (831) 464-5027  
CALIFORNIA FINANCIAL LENDER'S LICENSE NO. 605 2592

BUSINESS PROMISSORY NOTE



prior to close of escrow), and on the 1<sup>st</sup> day of each month after that until the Loan has been paid in full, except, however that interest on the Initial Advance shall be paid in arrears on the 1<sup>st</sup> day of October, 2014, (the "Interest Payment Date"), subject to an automatic extension of sixty (60) days should Lender elect not to participate in a Fifty Million Dollar (\$50,000,000.00) equity participation for Fifty Percent (50.0%) of the Membership Interest of Borrower.

3. **MATURITY DATE:** On Tuesday, May 31st, 2016 (the "Maturity Date" or "Balloon Payment Date"), the Loan will mature, and the entire outstanding principal balance, plus accrued interest, and all other outstanding amounts owed by Borrower to Lender under this Note, the Deed of Trust, the Security Agreement, the Loan Agreement, or any other agreement, or other instrument securing this Note or evidencing Borrower's obligation to repay the Loan (collectively referred to herein as the "Loan Documents") will be due.

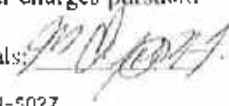
4. **PREPAYMENT PENALTY:** Borrower has the right to make payments of Principle at any time before they are due. A payment of Principle only, before it is due, is known as Prepayment (the "Prepayment"). If Borrower pays all or part of the loan Principle, before it is due, whether such Prepayment is made voluntarily or involuntarily, Borrower agrees to pay a Prepayment penalty computed as follows: **You will not be charged a Prepayment penalty to pay down, pay off, or refinance the Loan before maturity. There is no Prepayment penalty.**

5. **PREPAID INTEREST:** On the Initial Advance Funding Date, Borrower may elect to prepay from the proceeds of the Advance any portion or none of the anticipated interest ("Prepaid Interest"); for the avoidance of any doubt, however, Borrower has no obligation to prepay any interest. Any Prepaid Interest shall be deemed nonrefundable and fully earned as of the Funding Date.

6. **LATE CHARGE:** In the event Borrower fails to make any required payments within 10 days of a due date, Lender shall be entitled to collect, and Borrower agrees to pay a late charge, in addition to the amount of the overdue payment. The late charge will be equal to Five Percent (5.000%) of the overdue payment or \$10.00, whichever is greater. Borrower shall pay this late charge only once on each overdue payment.

In the event the Balloon Payment is delinquent more than 10 days after the date it is due, I agree to pay a late charge in an amount equal to the maximum late charge that could have been assessed with respect to the largest single monthly installment previously due, other than the Balloon Payment, multiplied by the sum of one plus the number of months occurring since the late payment charge began to accrue.

7. **APPLICATION OF PAYMENTS:** Every payment received with respect hereto may be applied by Lender to any portion of the obligations of Borrower to Lender then due and owing as follows: *first*, to recovery, with interest thereon at the Default Rate, of any expenses, costs, or fees, including attorneys' fees, funds paid or advanced by Lender or any similar charges pursuant

Borrower's initials: 

 Omni Financial, LLC, 1260 41<sup>st</sup> AVE., STE O, CAPITOLA, CA 95010 (831) 464-5027  
CALIFORNIA FINANCIAL LENDER'S LICENSE NO. 605 2592

BUSINESS PROMISSORY NOTE

to any of the Loan Documents; *second*, to any scheduled escrow for tax, insurance or similar items; *third*, to any late charge or default interest due hereunder or under any of the other Loan Documents; *fourth*, to the payment of accrued interest on the principal balance from time to time remaining unpaid; and *fifth* to reduce the principal balance hereunder, whether or not due and payable. If any partial payment is accepted on this Note at a time when an amount in excess of such partial payment is then in arrears, such partial payment shall be applied to the oldest outstanding amount in arrears in the order of the arrearage unless Lender elects to apply such payment in some other order. Notwithstanding any other provision hereof or of any of the other Loan Documents, from and after the occurrence of an Event of Default, all payments and other amounts received by Lender may be applied by Lender in such manner and to such indebtedness, whether to payment of advances made by Lender pursuant to any provision of any of the Loan Documents, interest, principal, late charges, fees, expenses, or otherwise, and in such amounts and order of priority as Lender may determine in the exercise of its sole and absolute discretion.

**8. ADDITIONAL INTEREST:** As additional consideration for the Loan, Lender shall be entitled to five percent (5.0%) of all Net Proceeds as may be generated by the Poinciana portfolio of liens being transacted by the Borrower at the time the parties enter into this Loan, for the period of time beginning with the funding date and ending with the Borrower's last transaction of a Poinciana asset. Such additional interest shall be paid monthly, in arrears, by the 10<sup>th</sup> day of each succeeding month.

**9. EVENTS OF DEFAULT AND REMEDIES:** The occurrence of one or more of the following shall constitute an Event of Default (the "Event of Default") under this Note:

a. Any payment of principal or interest due the Loan or Loan Documents that is not paid when such payment becomes due, or default under any other obligations owed by Borrower to Lender under any other loan or loans Borrower may have with Lender, whether related or unrelated to this Note or Real Property;

b. An Event of Default shall occur under this Note, the Deed of Trust, the Security Agreement, or any of the Loan Documents, specifically including, without limiting the generality of the foregoing, any transfer of any of the collateral conveyed as security for this Note, the Deed of Trust, the Security Agreement, or the Loan Documents;

c. Lender shall at any time, and in good faith, believe that the prospect of due and punctual payment of this Note is impaired, or any change takes place in the conditions or affairs of Borrower which impairs the Borrower's ability to repay or affects the Lender's security;

d. Default in the observance or performance of any covenant or agreement of Borrower set forth in this Note, the Deed of Trust, the Security Agreement, or in any of the Loan Documents;

Borrower's initial:



Omni Financial, LLC, 1260 41<sup>st</sup> AVE., STE D, CARROLL, CA 95010 (831) 464-5027  
CALIFORNIA FINANCIAL LENDER'S LICENSE NO. 605 2592

BUSINESS PROMISSORY NOTE

e. Any warranty, representation, certificate, schedule or other information made or furnished by Borrower is untrue or misleading in any material respect.

f. Borrower or any guarantor of this Note shall liquidate, merge, dissolve, terminate its existence, suspend business operations, die (if an individual), have a receiver appointed for all or any part of its property/security, make an assignment for the benefit of its creditors, become insolvent, or file any petition under any existing or future bankruptcy or insolvency law, or have an order for relief entered under any such law or have filed against it a petition under any existing or future bankruptcy or insolvency law which has not been dismissed within 90 days after it was filed.

g. If Borrower is obligated to Lender with respect to any other loan, Borrower shall fail to pay such loan upon its maturity, or an event of default occurs under such loan, or any other event or circumstance that would entitle Lender to accelerate repayment of such loan, shall occur under the Loan Documents governing such loan.

**10. LENDER'S RIGHTS AND REMEDIES:** Upon the occurrence of: (i) an Event of Default as defined in this Note, the Deed of Trust, the Security Agreement, or any Loan Documents executed by Borrower, and/or (ii) after maturity of this Note, whether maturity occurs by demand, acceleration, lapse of time, or otherwise, the entire unpaid obligation on this Note together with all accrued interest, charges, and costs shall become immediately all due and payable without further notice. Thereafter, the unpaid principal and accrued interest due on this Note, and all other sums owed by Borrower to Lender shall bear interest until paid at a Default Rate of interest that will be five percent (5.00%) over the Loan Rate, but not in excess of the maximum interest rate permitted by law (the "Default Rate"). Lender shall also have the right to exercise any right or remedy Lender has under the terms of this Note, the Deed of Trust, the Security Agreement, the Loan Documents, or under any State or Federal law. Any consent by Lender, or any waiver of any Event of Default shall not constitute a consent, to, or waiver of, any right, remedy or power of Lender upon a subsequent Event of Default.

**11. ATTORNEYS' FEES:** If Lender shall employ the services of legal counsel in connection with (i) any request made by Borrower to Lender for a modification, amendment, waiver, or consent in connection with the Loan Documents, (ii) defending or protecting Lender's interests in any Loan Documents or any property/security securing the Loan from and against any claim or assertion made by any third party, (iii) rendering advice or other legal services to Lender concerning the Loan or any Loan Documents, (iv) rendering advice to Lender, enforcing Lender's legal rights, or performing other legal services for Lender upon the occurrence of an Event of Default, (v) representing the interests of Lender in any lawsuit arising out of, or in connection with, the Loan Documents or Lender's position as secured party or beneficiary under any Loan Documents, or (vi) any other judicial or nonjudicial action, suit or proceeding instituted by Lender or any other person connected with or related to or with reference to the Loan or to

Borrower's initials: 

 Omni Financial, LLC, 1260 41<sup>st</sup> AVE, STE G, CARROLLA, CA 95010 (831) 464-5027  
CALIFORNIA FINANCIAL LENDER'S LICENSE NO. 605 2592

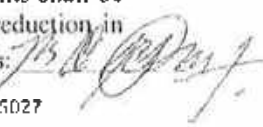
BUSINESS PROMISSORY NOTE

reclaim, seek relief from a judicial or statutory stay, sequester, protect, preserve or enforce Lender's interest in this Note, the Deed of Trust, the Security Agreement, or any other Loan Documents, including proceedings under Federal bankruptcy law, in eminent domain, under probate proceedings, or in connection with any State or Federal tax lien; then in all such events as described above, Borrower promises to pay all reasonable attorney's fees, all reasonable costs, all reasonable expenses, and any and all other reasonable professional's fees incurred by Lender, and/or, its attorney in connection with the above-mentioned events.

**12. ACTIONS BY LENDER:** If Borrower fails to make any payment that Borrower is required by any Loan Documents to make to a third party, including but not limited to, real estate taxes, insurance premiums, attorneys' fees, or otherwise; or fails to do any act as may be required under any Loan Documents, Lender may, at the sole and absolute discretion of Lender, without obligation to do so, and without releasing Borrower from any obligation, make payment or do the same in such manner and such event as Lender shall deem necessary. Without notice to Borrower, Lender may either add such payments and expenses (the "Advancements") to the principal to accrue interest at the Default Rate until maturity of the Loan, or bill Borrower for such Advancements plus interest at the Default Rate from the date of Advancement until repaid.

**13. MAXIMUM INTEREST RATE/CHARGES:** It being the intention of Lender and Borrower to comply with the laws of the State of California with regard to the rate of interest charged hereunder, it is agreed that, notwithstanding any provision to the contrary in this Note, or any of the other Loan Documents, no such provision shall require the payment, or permit the collection of any amount of interest in excess (the "Excess Interest") of the maximum amount of interest permitted by law to be charged for the use, detention, or forbearance in the collection, of all or any portion of the indebtedness evidenced by this Note. If any Excess Interest is provided for, or is adjudicated to be provided for, in this Note, or any of the other Loan Documents, then in such event:

- a. The provisions of this paragraph shall govern and control;
- b. Borrower shall not be obligated to pay any Excess Interest;
- c. Any Excess Interest that Lender may have received hereunder shall, at the option of Lender, be (i) applied as a credit against the then-outstanding principal balance due under this Note, accrued and unpaid interest thereon, not to exceed the maximum amount permitted by law, or both, (ii) refunded to the payor thereof, or (iii) any combination of the foregoing;
- d. The applicable interest rate or rates shall be automatically subject to reduction to the maximum lawful rate allowed to be contracted for in writing under the applicable usury laws of the aforesaid State, and this Note, and any other Loan Documents shall be deemed to have been, and shall be, reformed and modified to reflect such reduction in

Borrower's initials: 

Omni Financial, LLC, 1260 41<sup>st</sup> AVE, STE 10, CAPELLA, CA 95010 (931) 464-5027  
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BUSINESS PROMISSORY NOTE

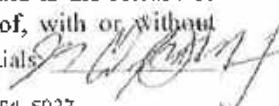
such interest rate or rates;

e. Borrower shall not have any action or remedy against Lender for any damages whatsoever, or any defense to enforcement of this Note, the Deed of Trust, the Security Agreement, or any of the other Loan Documents arising out of the payment or collection of Excess Interest;

f. In the event that one or more of the provisions or clauses of this Note, the Deed of Trust, or any of the Loan Documents, or other instruments intended to carry out this Loan are held to be invalid, illegal, or unenforceable in any jurisdiction within the applicable law, such conflict shall not affect other provisions of this Note, the Deed of Trust, or any of the Loan Documents, or other instruments intended to carry out this Loan which can be given effect without the conflicting provision, and to this end, the provisions of this Note, the Deed of Trust, or any of the Loan Documents, or other instruments intended to carry out this Loan are declared to be severable.

14. **GOVERNING LAW AND OTHER AGREEMENTS:** Borrower agrees that: (i) this Note, the Deed of Trust, and all of the Loan Documents, and the rights and obligations of the parties hereunder shall be governed by the laws of the State of California, without reference to the conflict of law principles of such state; (ii) the obligation evidenced by this Note is an exempted transaction under the Truth In Lending Act, 15 U.S.C. Section 1601, et seq.; (iii) said obligation constitutes a business loan and is not intended by Borrower for use for personal, family, or household purposes; (iv) the proceeds of the indebtedness evidenced by this Note will not be used for the purchase of registered equity securities within the purview of Regulation "U" issued by the Board of Governors of the Federal Reserve System.

15. **WAIVERS:** Borrower and any and all others who may become liable for all or part of the obligations of Borrower under this Note (collectively the "Obligor(s)") agree to be jointly and severally bound hereby, and jointly and severally, to the extent permitted by law: (i) waive and renounce any and all redemption and exemption rights, and the benefit of all valuation and appraisal privileges against the indebtedness evidenced by this Note, or by any extension or renewal hereof; (ii) waive presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor, and notice of protest; (iii) waive all notices in connection with the delivery and acceptance hereof, and all other notices in connection with the performance, default, or enforcement of the payment hereof or hereunder; (iv) waive any and all lack of diligence and delays in the enforcement of the payment hereof; (v) agree that the liability of each Obligor(s) shall be unconditional and without regard to the liability of any other person or entity for the payment hereof, and shall not in any manner be affected by any indulgence or forbearance granted or consented to by Lender to any Obligor(s) or any such other person or entity; (vi) consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions hereof, and to the release of any security at any time given for the payment hereof, or any part thereof, with or without

Borrower's initials 

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substitution, and to the release of any person or entity liable for the payment hereof; and (vii) consent to the addition of any and all other borrowers, endorsers, guarantors, and other Obligor(s) for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agree that the addition of any such Obligor(s), or security, shall not affect the liability of any of Obligor(s) for the payment hereof.

16. **ENTIRE AGREEMENT:** This instrument, together with the other Loan Documents as defined above, constitutes and sets forth the entire understanding and agreement between the parties, and no party hereto has relied upon any representations, agreements or understandings, verbal or written, not set forth herein, or in such other Loan Documents, whether made by any party hereto or by any agent, employee or representative of any party hereto. Specifically, without limiting the generality of the foregoing, the parties agree that Lender has made no agreement to extend or renew this Note in any way, and no such agreement will be binding upon Lender unless made in writing, subsequent to the date hereof, and executed by a duly authorized representative of Lender.

17. **HEADINGS AND INTERPRETATION:** Headings are for convenience only and are not intended as a limitation on the content of the paragraph following, or as an aid to the construction thereof. The parties hereto intend and believe that each provision in this Note comports with all applicable law. However, if any provision in this Note is found by a court of law to be in violation of any applicable law, and if such court should declare such provision of this Note to be unlawful, void or unenforceable as written, then it is the intent of all parties to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Note shall be construed as if such unlawful, void or unenforceable provision were not contained therein, and that the rights, obligations and interests of Borrower and Lender hereof under the remainder of this Note shall continue in full force and effect; provided, however, that if any provision of this Note which is found to be in violation of any applicable law concerns the imposition of interest hereunder, the rights, obligations and interests of Borrower and Lender with respect to the imposition of interest hereunder shall be governed and controlled by the provisions of this Note. Time is of the essence of this Note. Use of the word "including" shall not be construed as a limitation and the word "including" shall be deemed to mean "including, but not limited to". All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the parties may require. Words in any gender shall be deemed to include the other genders and the singular shall be deemed to include the plural, and vice versa.

18. **MISCELLANEOUS:** The rights, remedies, and recourse of Lender as provided herein, or in any of the other Loan Documents, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole and absolute discretion of Lender, and may be exercised as often as occasion therefore shall arise. Failure of Lender, for any period of time, or on more than one occasion, including but not limited to, exercising its option to accelerate the Maturity Date of this Note shall not constitute a waiver of the right to exercise the same at any time thereafter, or in the event of any subsequent default. No act of omission or commission of

Borrower's initials: 

Orni Financial, LLC, 1260 41<sup>st</sup> AVE., STE 0, CAPITOLA, CA 95010 (831) 464-5027  
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Lender, including specifically any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by Lender and then only to the extent specifically recited therein. A waiver or release in connection with any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of Lender's rights, remedies, or recourse hereunder. Notice of the exercise of any right, remedy, or recourse granted to Lender by this Note or any of the Loan Documents is not required to be given.

a. Upon any endorsement, assignment, or other transfer of this Note by Lender or by operation of law, the term "Lender," as used herein, shall mean such endorsee, assignee, or other transferee or successor to Lender then becoming the Lender of this Note. This Note shall inure to the benefit of Lender and its successors and assigns and shall be binding upon the undersigned and its successors and assigns.

b. Borrower agrees that Lender, and any future Lenders or participants, may grant or sell participation interests in this Note to other persons without notice to, or approval of, Borrower.

IN WITNESS WHEREOF, Borrower has executed this Note as of the date first above written.

**NOTICE TO BORROWER: DO NOT SIGN THIS PROMISSORY NOTE BEFORE YOU READ IT OR IF YOU BELIEVE THAT THERE ARE ANY ORAL UNDERSTANDINGS, PROMISES, OR AGREEMENTS NOT SET FORTH IN WRITING IN THE LOAN DOCUMENTS.**

**BORROWER:**

First 100, LLC, a Nevada limited liability company

By:

Name:

Title:

Jay Blum  
Manager

1/15/14  
Date

**GUARANTOR:**

1st One Hundred Holdings, LLC, a Nevada limited liability company

By:

Name:

Title:

Jay Blum  
Manager

1/15/14  
Date


Borrower's initials:

*[Handwritten initials]*

Omni Financial, LLC, 1260 41st AVE., STE. D, CAPITOLA, CA 95010 (831) 464-5027  
CALIFORNIA FINANCIAL LENDER'S LICENSE NO. 605 2592


BUSINESS PROMISSORY NOTE

**GUARANTOR:**

By:   
Name: Matthew Farkas, Individually

5/28/14  
Date

**GUARANTOR:**

By:   
Name: Jay Bloom, Individually


5/28/14  
Date

**GUARANTOR:**

By:   
Name: Chris Morgando, Individually

5/28/14  
Date

**GUARANTOR:**

By:   
Name: Carlos Cardenas, Individually

5/28/14  
Date

Borrower's initial: 

Omni Financial, LLC, 1260 41<sup>st</sup> AVE., STE G, CAPTOLA, CA 95010 (531) 464-5027  
CALIFORNIA FINANCIAL LENDER'S LICENSE NO. 605 2592

BUSINESS PROMISSORY NOTE



## SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement") is entered into in Clark County, Nevada, as of May 27, 2014, between First 100, LLC, a Nevada limited liability company, with its chief executive office located at 10920 Southern Highlands Parkway, 2<sup>nd</sup> Floor, Las Vegas, NV 89141 (the "Borrower") and Omni Financial LLC, a California limited liability company, with an address of 1260 41<sup>st</sup> Ave. STE O, Capitola, CA 95010 serving as lead lender in a participation (the "Lender").

FOR VALUE RECEIVED, pursuant to that certain Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified, the "Loan Agreement") by and among Borrower, 1<sup>st</sup> One Hundred Holdings, LLC, a Nevada limited liability company, Matthew Farkas, Chris Morgando, Carlos Cardenas and Jay Bloom as guarantors (collectively the "Guarantor") and Lender, and in consideration of the granting by Lender of financial accommodations to or for the benefit of Borrower, including without limitation respecting the Obligations (as defined in the Loan Agreement), Borrower represents to and agrees with Lender, as of the date hereof and as of the date of the Initial Advance and any subsequent advances contemplated by the Loan Agreement (collectively, the "Loan"), credit and/or other financial accommodation under the Loan Agreement, as follows:

### 1. DEFINITIONS

1.1 General. Unless otherwise defined in this Agreement or the Code, capitalized terms used in this Agreement shall have the meanings ascribed to such terms in the Loan Agreement and the following terms which are defined in the Code are used herein as so defined: Accessions, Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Electronic Chattel Paper, Equipment, Farm Products, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights, Proceeds, and Supporting Obligations.

1.2 Definitions. The following definitions shall apply:

(a) "Collateral" shall mean all of Borrower's present and future right, title and interest in and to any and all of the personal property of Borrower, whether such property is now existing or hereafter created, acquired or arising and wherever located from time to time, including without limitation:

- (i) Accounts;
- (ii) Chattel Paper, including, Electronic Chattel Paper;
- (iii) the HOA Receivables identified on "Schedule A" hereto;
- (iv) Deposit Accounts;
- (v) Documents;
- (vi) Equipment;

- (vii) Fixtures;
- (viii) Farm Products;
- (ix) General Intangibles;
- (x) Goods;
- (xi) Instruments;
- (xii) Inventory;
- (xiii) Investment Property;
- (xiv) Letter-of-Credit Rights;
- (xv) Payment Intangibles;
- (xvi) Supporting Obligations; and

(xvii) to the extent not otherwise included, all Accessions to and Proceeds and products of the foregoing.

## 2. GRANT OF SECURITY INTEREST

2.1 Grant of Security Interest. To secure the prompt payment and performance in full when due of the Obligations, Borrower hereby grants to Lender a security interest in, a Lien on and pledge and collateral assignment of the Collateral. The security interest granted by this Agreement is given to and shall be held by Lender as security for the payment and performance of all Obligations (as hereinafter defined).

2.2 Ordinary Course of Business. Lender hereby authorizes and permits Borrower to hold, process, sell, use or consume in the manufacture or processing of finished Goods, or otherwise dispose of Inventory for fair consideration, all in the ordinary course of Borrower's business, excluding, without limitation, sales in bulk or other dispositions occurring under circumstances which would or could create any Lien (other than Permitted Liens) or interest adverse to Lender's security interest or other right hereunder in the Proceeds resulting therefrom. Lender also hereby authorizes and permits Borrower to receive from Account Debtors all amounts due as Proceeds of the Collateral at Borrower's own cost and expense for deposit only into the Borrower's Deposit Account as set forth in the Loan Agreement. Upon the occurrence and continuation of an Event of Default, Lender may notify Account Debtors to make all payments due as Proceeds of the Collateral to Lender. Until Lender shall otherwise notify Borrower upon the occurrence and continuation of an Event of Default, all Proceeds of and collections of Collateral shall be deposited by Borrower into the Borrower's Deposit Account and used in accordance with the terms of the Loan Agreement.

2.3 Allowances. Absent an Event of Default, Borrower may grant such

allowances or other adjustments to Account Debtors as Borrower may reasonably deem to accord with sound business practice, including, without limiting the generality of the foregoing, accepting the return of all or any part of the inventory.

2.4 Inspection. As expressly provided for in and subject to the limitations of the Loan Agreement, Lender, or its representatives, shall have the right, and Borrower shall permit Lender and/or its representatives to: (a) examine, check, make copies of or extracts from any of Borrower's Books (including, without limitation, orders and original correspondence); (b) perform field exams or otherwise inspect and examine the Collateral and to check, test or appraise the same as to quality, quantity, value and condition; and (c) verify the Collateral or any portion or portions thereof or Borrower's compliance with the provisions of this Agreement.

2.5 Search Reports. Lender shall receive, prior to the date of this Agreement, UCC search results under all names used by Borrower during the prior five (5) years, from each jurisdiction where any Collateral is located, from the State where Borrower is organized and registered (as such terms are used in the Code), and the State where Borrower's chief executive office is located. The search results shall confirm that there are no other security interest in the Collateral granted to Lender hereunder, other than Permitted Liens.

### 3. REPRESENTATIONS AND WARRANTIES

3.1 Accounts and Contract Rights. All accounts arise out of legally enforceable and existing contracts, and represent unconditional and undisputed bona fide Indebtedness by an Account Debtor. No contract right, Account, General Intangible or Chattel Paper is or will be represented by any note or other Instrument, and no contract right, Account or General Intangible is, or will be represented by any conditional or installment sales obligation or other Chattel Paper, except such Instruments or Chattel Paper as have been or immediately upon receipt by Borrower will be delivered to Lender (duly endorsed or assigned), such delivery, in the case of Chattel Paper, to include all executed copies except those in the possession of the installment buyer and any security for or guaranty of any of the Collateral shall be delivered to Lender immediately upon receipt thereof by Borrower, with such assignments and endorsements thereof as Lender may request.

3.2 Title to Collateral. As of the date hereof, Borrower is (and as to Collateral that Borrower may acquire after the date hereof, will be) the lawful owner of the Collateral, and the Collateral and each item thereof is, will be and shall continue to be free of all restrictions, Liens, encumbrances or other rights, title or interests (other than Permitted Liens), credits, defenses, recoupments, set-offs or counterclaims whatsoever. Borrower has and will have full power and authority to grant to Lender a security interest in the Collateral and Borrower has not transferred, assigned, sold, pledged, encumbered, subjected to Lien or granted any security interest in, and will not transfer, assign, sell (except sales or other dispositions in the ordinary course of business in respect of Inventory), pledge, encumber, subject to lien or grant any security interest in any of the Collateral (or any of Borrower's right, title or interest therein), to any person other than Lender, except for Permitted Liens. The Collateral is and will be valid and genuine in all respects. Borrower will warrant and

defend Lender's right to and interest in the Collateral against all claims and demands of all persons whatsoever.

3.3 Location of Collateral. Except for sale, processing, use, consumption or other disposition in the ordinary course of business, Borrower will keep all Inventory and Equipment only at locations specified in this Agreement, the Loan Agreement, or specified to Lender in writing. Borrower shall, during the term of this Agreement, keep Lender currently and accurately informed in writing of each location where Borrower's records relating to its Accounts and contract rights, respectively, are kept.

3.4 Third Parties. Lender shall not be deemed to have assumed any liability or responsibility to Borrower or any third person for the correctness, validity or genuineness of any Instruments or Documents that may be released or endorsed to Borrower by Lender (which shall automatically be deemed to be without recourse to Lender in any event) or for the existence, character, quantity, quality, condition, value or delivery of any Goods purporting to be represented by any such Documents; and Lender, by accepting such security interest in the Collateral, or by releasing any Collateral to Borrower, shall not be deemed to have assumed any obligation or liability to any supplier or Account Debtor or to any other third party, and Borrower agrees to indemnify and defend Lender and hold it harmless in respect to any claim or proceeding arising out of any matter referred to in this paragraph, except to the extent any of the foregoing is caused by the gross negligence or willful misconduct of Lender (as determined by a court of competent jurisdiction in a final and non-appealable judgment).

3.5 Payment of Accounts. Each Account or other item of Collateral, other than Inventory and Equipment, will be paid in the ordinary course of Borrower's business and operations. Upon any suspension of business, assignment or trust mortgage for the benefit of creditors, dissolution, petition in receivership or under any chapter of the Bankruptcy Code as amended from time to time by or against any Account Debtor, any Account Debtor becoming insolvent or unable to pay its debts as they mature or any other act of the same or different nature amounting to a business failure, Borrower will immediately notify Lender thereof.

#### 4. AFFIRMATIVE COVENANTS

4.1 Lien Law. If any Account or General Intangible included in the Collateral represents money owing pursuant to any contract for the improvement of real property or for a public improvement for purposes of the Lien Law of the State of [Nevada] (the "Lien Law"), Borrower shall (i) give Lender notice of such fact; (ii) receive and hold any money advanced by Lender with respect to such Account or General Intangible as a trust fund to be first applied to the payment of trust claims as such term is defined in the Lien Law (Section 71 or otherwise); and (iii) until such trust claim is paid, not use or permit the use of any such money for any purpose other than the payment of such trust claims.

#### 5. DEFAULT

5.1 Default. The occurrence of an event which under the Loan Agreement would

constitute an Event of Default shall be an event of default hereunder (each, an "Event of Default" and collectively, the "Events of Default").

5.2 Acceleration.

(a) If an Event of Default shall occur, at the election of Lender (but automatically in the case of an Event of Default under Section 7.5 of the Loan Agreement), all Obligations shall become immediately due and payable without notice or demand, after the tolling of a 15 day cure period following written notice of such Default by the Lender to the Borrower.

(b) Lender is hereby authorized, at its election, after the occurrence and during the continuance of an Event of Default, without any further demand or notice except to such extent as notice may be required by applicable law, to take possession and/or sell or otherwise dispose of all or any of the Collateral at public or private sale; and Lender may also exercise any and all other rights and remedies of a secured party under the Code or which are otherwise accorded to it in equity or at law, all as Lender may determine, and such exercise of rights in compliance with the requirements of law will not be considered adversely to affect the commercial reasonableness of any sale or other disposition of the Collateral. If notice of a sale or other action by Lender is required by applicable law, unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Borrower agrees that ten (10) days written notice to Borrower, or the shortest period of written notice permitted by such law, whichever is smaller, shall be sufficient notice; and that to the extent permitted by law, Lender, its officers, attorneys and agents may bid and become purchasers at any such sale, if public, and may purchase at any private sale any of the Collateral that is of a type customarily sold on a recognized market or which is the subject of widely distributed standard price quotations. Any sale (public or private) shall be without warranty and free from any right of redemption, which Borrower shall waive and release after default upon Lender's request therefor, and may be free of any warranties as to the Collateral if Lender shall so decide. No purchaser at any sale (public or private) shall be responsible for the application of the purchase money. Any balance of the net proceeds of sale remaining after paying all Obligations of Borrower to Lender shall be returned to such other party as may be legally entitled thereto; and if there is a deficiency, Borrower shall be responsible for repayment of the same, with interest at the Default Rate. Upon demand by Lender, Borrower shall assemble the Collateral and make it available to Lender at a place designated by Lender which is reasonably convenient to Lender and Borrower. Borrower hereby acknowledges that Lender has extended credit and other financial accommodations to Borrower upon reliance of Borrower's granting Lender the rights and remedies contained in this Agreement, including, without limitation, the right to take immediate possession of the Collateral upon the occurrence of an Event of Default and Borrower hereby acknowledges that Lender is entitled to equitable and injunctive relief to enforce any of its rights and remedies hereunder or under the Code and Borrower hereby waives any defense to such equitable or injunctive relief based upon any allegation of the absence of irreparable harm to Lender.

(c) Lender shall not be required to marshal any present or future security

for (including but not limited to this Agreement and the Collateral subject to the security interest created hereby), or guarantees of, the Obligations or any of them, or to resort to such security or guarantees in any particular order; and all of its rights hereunder and in respect of such securities and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may do so, Borrower hereby agrees that it will not invoke and irrevocably waives the benefits of any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Lender's rights under this Agreement or under any other instrument evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or guaranteed. Except as required by the Loan Agreement and applicable law, Lender shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof.

5.3 Nonexclusive Remedies. All of Lender's rights and remedies, not only under the provisions of this Agreement, but also under any other Loan Document, shall be alternative and exclusive, and may be exercised by Lender at such time or times and in such order of real property first, then, if real property is insufficient to satisfy debt, liens, and then if real property and liens are collectively insufficient to satisfy the obligations, then all other property of the Borrower.

## 6. MISCELLANEOUS

6.1 Costs and Expenses. Borrower shall pay to Lender on demand any and all costs and expenses (including, without limitation, attorneys' fees and disbursements, court costs, or other expenses) incurred or paid by Lender in establishing, maintaining, protecting or enforcing any of Lender's rights or the Obligations, including, without limitation, any and all such costs and expenses incurred or paid by Lender in defending Lender's security interest in, title or right to the Collateral or in collecting or attempting to collect or enforcing or attempting to enforce payment of the Obligations.

6.2 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

6.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

6.4 Severability. If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

6.5 Complete Agreement. This Agreement and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject

matter.

6.6 Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and Lender shall be entitled to rely thereon) until released in writing by Lender. Lender may transfer and assign this Agreement and deliver the Collateral to the assignee, who shall thereupon have all of the rights of Lender; and Lender shall then be relieved and discharged of any responsibility or liability with respect to this Agreement and the Collateral. Borrower may not assign or transfer any of its rights or obligations under this Agreement. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

6.7 Further Assurances. Borrower will from time to time execute and deliver to Lender such documents, and take or cause to be taken, all such other or further action, as Lender may request in order to effect and confirm or vest more securely in Lender all rights contemplated by this Agreement and the other Loan Documents (including, without limitation, to correct clerical errors) or to vest more fully in or assure to Lender the security interest in the Collateral granted to Lender by this Agreement or to comply with applicable statute or law and to facilitate the collection of the Collateral (including, without limitation, the execution of stock transfer orders and stock powers, endorsement of promissory notes and Instruments and notifications to obligors on the Collateral). To the extent permitted by applicable law, Borrower authorizes Lender to file financing statements, continuation statements or amendments, and any such financing statements, continuation statements or amendments may be filed at any time in any jurisdiction. Lender may at any time and from time to time file financing statements, continuation statements and amendments thereto which contain any information required by the Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower. Borrower agrees to furnish any such information to Lender promptly upon request. In addition, Borrower shall at any time and from time to time take such steps as Lender may request for Lender (i) to obtain an acknowledgment, in form and substance satisfactory to Lender, of any bailee having possession of any of the Collateral that the bailee holds such Collateral for Lender, (ii) to obtain control of any Collateral comprised of Deposit Accounts, Electronic Chattel Paper, Letter-of-Credit Rights or Investment Property, with any agreements establishing control to be in form and substance satisfactory to Lender, and (iii) otherwise to insure the continued perfection and priority of Lender's security interest in any of the Collateral and the preservation of its rights therein. Borrower hereby constitutes Lender its attorney-in-fact to execute, if necessary, and file all filings required or so requested for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, shall be irrevocable until this Agreement terminates in accordance with its terms, all Obligations are irrevocably paid in full and the Collateral is released.

6.8 Amendments and Waivers. This Agreement may be amended and Borrower may take any action herein prohibited, or omit to perform any act herein required to be

performed by it, if Borrower shall obtain Lender's prior written consent to each such amendment, action or omission to act. No course of dealing and no delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or any other right and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of Lender on any future occasion.

6.9 Terms of Agreement.

(a) This Agreement shall continue in full force and effect so long as any Obligations of Borrower to Lender shall be outstanding and is supplementary to each and every other agreement between Borrower and Lender and shall not be so construed as to limit or otherwise derogate from any of the rights or remedies of Lender or any of the liabilities, obligations or undertakings of Borrower under any such agreement, nor shall any contemporaneous or subsequent agreement between Borrower and Lender be construed to limit or otherwise derogate from any of the rights or remedies of Lender or any of the liabilities, obligations or undertakings of Borrower hereunder, unless such other agreement specifically refers to this Agreement and expressly so provides.

(b) Upon the indefeasible performance and payment in full in Cash of the Obligations and the termination of all obligations of Lender to extend credit to Borrower under the Loan Documents, this Agreement shall automatically be terminated and Lender, at the request of Borrower, shall forthwith release all of the Liens and security interests granted hereunder and shall execute and/or deliver all UCC termination statements and/or other documents reasonably requested by Borrower evidencing such termination. Notwithstanding the foregoing, all indemnities provided hereunder shall survive termination of this Agreement.

6.10 Notices. Any notice under or pursuant to this Agreement shall be a signed writing or other authenticated record (within the meaning of Article 9 of the Code). Any notices under or pursuant to this Agreement shall be deemed duly received and effective if delivered in accordance with Section 9 of the Loan Agreement.

6.11 Governing Law. This Agreement shall be governed by the laws of the State of New York without giving effect to the conflicts of laws principles thereof.

6.12 Reproductions. This Agreement and all documents which have been or may be hereinafter furnished by Borrower to Lender may be reproduced by Lender by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).

6.13 Joint and Several. If more than one Borrower signs this Agreement, then the responsibilities hereunder are joint and several.

6.14 Completing and Correcting this Agreement. Borrower authorizes Lender to fill in any blank spaces and to otherwise complete this Agreement and to correct any patent



errors herein.

6.15 ADDITIONAL WAIVERS. IN ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, BORROWER WAIVES (i) THE RIGHT TO INTERPOSE ANY SET-OFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION and (ii) ANY CLAIM FOR CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

6.16 Jurisdiction and Venue. This Agreement and the other Loan Documents shall be governed by and construed in accordance with the laws of the State of Nevada to contracts to be performed wholly within the State of Nevada. Any judicial proceeding brought by Lender against Borrower with respect to any of the Obligations, this Agreement or any other Loan Document or related agreement may be brought in any court of competent jurisdiction in the County of Clark, State of Nevada, United States of America, and, by execution and delivery of this Agreement, Borrower accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts in connection with any such judicial proceeding brought by Lender against Borrower, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Borrower hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Borrower at its address set forth in Section 9 of the Loan Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Lender to bring proceedings against Borrower in the courts of any other jurisdiction. Borrower waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. Any judicial proceeding by Borrower against Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Clark, State of Nevada.

6.17 JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

Executed as of May 27, 2014.

[SIGNATURE PAGE TO FOLLOW]

**BORROWER:**

First 100, LLC, a Nevada limited liability company

By: 

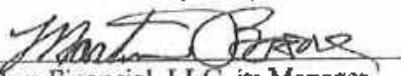
Name:

Title:

Jay Blum  
Manager

**LENDER:**

OMNI FINANCIAL, LLC, a California limited liability company

  
By: Cura Financial, LLC, its Manager

By: Martin Boone, Managing Member

SCHEDULE A

(HOA Receivables)

JA000911

03926

JA000912

## Poinciana HOA Receivables

| File # | Debtor                            | Property              | Account # | O/C    | Total    |
|--------|-----------------------------------|-----------------------|-----------|--------|----------|
| 22000  | Camacho, Juan                     | 320 Colony Court      | 78        | Active | 2,879.33 |
| 22002  | Morrison, Margaret                | 714 E Flag Way        | 353       | Active | 3,803.46 |
| 22003  | Deutsche Bank National Trust Co   | 610 Floridian Drive   | 388       | Active | 834.00   |
| 22004  | Saint Cloud, Hantz M/ Edwige      | 645 Deauville Court   | 736       | Closed | 1,218.02 |
| 22005  | Hernandez, Victor                 | 610 Escondido Court   | 868       | Active | 5,391.04 |
| 22006  | Patterson, James M/ Crystal W     | 334 Cocoa Court       | 957       | Active | 2,665.81 |
| 22007  | Lombardo, Anthony J               | 212 Balboa Drive      | 1228      | Active | 1,734.38 |
| 22008  | Ambroise, Jean Claudy/ Rose M     | 511 Everest Way       | 1244      | Active | 684.13   |
| 22009  | Figueroa, Carmen Luisa            | 708 Del Rio Way       | 1562      | Active | 1,326.53 |
| 22010  | Ramirez, Manuel/ Jr Manuel        | 11 Chip Court         | 1651      | Active | 2,246.76 |
| 22017  | Somardo, Naytaaje/ Barbara        | 217 Magellan Drive    | 1724      | Active | 2,105.44 |
| 22013  | Clauger, Maria                    | 823 Mountbatten Lane  | 1821      | Active | 2,197.00 |
| 22015  | Ortiz, Miguel A                   | 125 Alcalá Drive      | 2186      | Active | 2,352.79 |
| 22016  | Merlin, Jacques Kenneth           | 15 Trophy Lane        | 2364      | Active | 3,193.03 |
| 22017  | Dolan, Judith M                   | 312 Colony Court      | 2496      | Active | 823.00   |
| 22018  | Nguyen, Le Duc/ Lynn M            | 340 Colony Court      | 2518      | Active | 4,212.22 |
| 22019  | Rosado, Kelvin                    | 239 Cranbrook Drive   | 2682      | Closed | -        |
| 22020  | Gonzalez, Francisco/ Sonia J      | 630 Floridian Drive   | 2739      | Active | 3,427.52 |
| 22021  | Reynolds, Ian J/ Norette          | 721 Del Prado Drive   | 2836      | Active | 3,484.55 |
| 22024  | Sylvia, Christopher               | 839 Del Prado Drive   | 2994      | Active | 2,305.51 |
| 22025  | Garcia, Lemuel                    | 621 Royalty Court     | 3026      | Active | 3,221.50 |
| 22026  | Diaz, Carmelo/ Ivette             | 19 S Flag Drive       | 3093      | Active | 1,727.70 |
| 22027  | Waters, Janie S                   | 46 Chip Court         | 3107      | Active | 1,342.00 |
| 22028  | Aviles, Angel R/Fines, Elizabeth  | 26 Chip Court         | 3158      | Active | -        |
| 22029  | Cruz, Luz F/ Ruben                | 48 Chip Court         | 3174      | Active | 1,684.52 |
| 22030  | Machado, Pastor A/Aguero, Leisy L | 209 Cranbrook Drive   | 3182      | Active | 2,430.91 |
| 22031  | Grant, Everald George             | 203 Cranbrook Drive   | 3239      | Active | 15.00    |
| 22032  | Petriello, Thomas J/ Kim          | 114 Bianca Court      | 3263      | Active | 1,500.70 |
| 22033  | Suarez, Glend B                   | 672 Deauville Court   | 3298      | Active | 1,313.35 |
| 22034  | Martinez, Ana C/ Deniz            | 40 Chip Court         | 3344      | Active | 2,820.46 |
| 22035  | Clarke, Audley C/ Joyce A         | 35 Trophy Lane        | 3417      | Active | 1,515.97 |
| 22036  | Fernandez, Edwin/ Isabel          | 723 De Rio Way        | 3484      | Active | 2,906.37 |
| 22037  | Merced, Francisco/ Carmen         | 880 Nelson Drive      | 3689      | Active | 966.50   |
| 22040  | Marrero, Maria/Rivera, Francisco  | 34 S Flag Drive       | 4081      | Active | 5,512.79 |
| 22047  | Ruiz, Estirido                    | 28 S Flag Drive       | 4691      | Active | 2,581.65 |
| 22043  | Royster, Helene                   | 287 Cobalt Drive      | 4863      | Active | 2,803.11 |
| 22044  | Sprouse Jr, John H/ Dawn M        | 27 S Flag Court       | 5029      | Active | 3,037.62 |
| 22047  | Maldonado, Carmen J               | 20 Trophy Lane        | 5517      | Active | 1,401.69 |
| 22049  | Maurice, Edrick/Cadet, Guilaine   | 358 Colonade Court    | 5606      | Active | 2,232.01 |
| 22050  | Mansour, Maged/Habib, Ghani       | 37 Trophy Lane        | 5746      | Active | 1,844.48 |
| 22051  | Goldbeck, Norman A                | 541 McKinley Court    | 6025      | Active | 1,877.62 |
| 22052  | Forbes, Sonia M/ Alvin            | 658 Floridian Drive   | 6041      | Active | 2,086.56 |
| 22053  | Goulart, Marla F                  | 669 Mesilla Drive     | 6203      | Active | 3,392.07 |
| 22054  | Soto, Wilfredo/Adorno, Melba L    | 320 Montgomery Court  | 6289      | Active | 2,166.44 |
| 22055  | Orasco, Luis A/ Adrian            | 766 Madenia Court     | 6351      | Active | 2,835.46 |
| 22056  | Bacque, Nurla                     | 638 N De Monte Court  | 6572      | Active | 4,572.79 |
| 22057  | Paul, Sumise/Talbert, Shirley     | 664 N Del Monte Court | 6734      | Active | 3,421.88 |
| 22058  | Rivera, Jesus F/ Carmen V         | 21 Chip Court         | 6815      | Active | 3,722.02 |

|  |                        |       |        |          |
|--|------------------------|-------|--------|----------|
| 22059 Wallman, David/ Muriel (Trustees)  | 10 Chip Court          | 6971  | Active | 2,888.48 |
| 22060 Wheeler, Gordon Charles            | 18 S Flag Court        | 7129  | Active | 3,731.93 |
| 22063 Ortiz, Maria                       | 443 Cart Court         | 7609  | Active | 2,337.79 |
| 22064 Augustin-Leow, Yvelouse            | 624 Driver Circle      | 7706  | Active | 1,354.90 |
| 22065 Brown, Etheline                    | 707 Green Court        | 8036  | Active | 1,395.87 |
| 22067 Antoine, Yves Michael              | 623 Caddy Drive        | 8273  | Active | 2,835.67 |
| 22069 Snedacor, Harry John (Trustee)     | 709 Fore Lane          | 8486  | Active | 2,345.83 |
| 22071 Gay, Jason O                       | 705 Divot Lane         | 9318  | Active | 3,095.09 |
| 22074 Neuman, Francis I/ Deborah A       | 453 Ball Court         | 9911  | Active | 1,845.38 |
| 22075 Diaz, Jose L/Serrano, Suzette      | 702 Green Court        | 10138 | Active | 5,046.67 |
| 22076 Baum Jr, Steven A                  | 603 Bogie Way          | 10235 | Active | 4,290.32 |
| 22078 Silvers, Kerry L/ Sheri S          | 723 Green Court        | 10715 | Active | 3,989.54 |
| 22079 Miranda, Margarita                 | 701 E Duffer Lane      | 10731 | Active | 2,781.71 |
| 22080 Rosario, Jorge A                   | 703 Bunker Lane        | 10766 | Active | 677.25   |
| 22081 Babilonia, Thomas/ Luz M           | 437 Ball Court         | 10812 | Active | 1,367.95 |
| 22082 Rodriguez Nunez, Gustavo/ Ingrid   | 611 Caribou Court      | 10839 | Active |          |
| 22084 Barran, Hugh V/ Mary A             | 613 Wood Drive         | 10955 | Active | 4,227.27 |
| 22085 Martin, Linda Watson               | 710 E Tournament Lane  | 11282 | Active | 2,458.70 |
| 22086 Hefler, Sonja I/ Garry             | 722 Brassie Lane       | 11576 | Active |          |
| 22088 Porter, Yvette R/Curry, Henrietta  | 302 Miami Lane         | 11789 | Active | 5,405.08 |
| 22089 Jennings, Ruqin L                  | 601 Driver Circle      | 11843 | Active | 1,396.47 |
| 22091 Cavazos, Richard/Hernandez, Lorena | 629 Driver Circle      | 12254 | Active | 4,126.91 |
| 22092 Langston, Joellen                  | 726 Brassie Lane       | 12343 | Active | 1,496.23 |
| 22093 Gavin, Felix/Baez, Judith          | 725 Bogie Court        | 12459 | Active | 1,940.49 |
| 22094 Reyes, Martha/Gonzalez, Martin     | 633 Midiron Drive      | 12513 | Active | 2,053.10 |
| 22096 Carrera-Powell, Flor Maria         | 656 Jaguar Court       | 13005 | Active | 710.65   |
| 22097 Elin, Dennis                       | 611 Midiron Drive      | 13374 | Active | 2,823.94 |
| 22098 Lewis, Lisa D                      | 711 E Tournament Lane  | 13382 | Active | 2,612.49 |
| 22100 Borgella, Joanne                   | 613 Green Drive        | 13412 | Active | 4,407.43 |
| 22101 Castillo, Juan M                   | 710 Divot Lane         | 13684 | Active | 4,715.94 |
| 22102 Kallam, Desiree E                  | 604 Bogie Way          | 13722 | Active | 1,497.44 |
| 22103 Harris, Solvia C                   | 719 Bogie Court        | 13803 | Active | 2,315.13 |
| 22104 Brown, Albert/ Evelet C            | 224 Chadworth Drive    | 14079 | Active | 841.07   |
| 22105 Musker Jr, Charles W               | 235 Balboa Drive       | 14311 | Active | 1,158.20 |
| 22106 Caballero, Juan R/Fortyz, Lizette  | 333 Chiquita Court     | 14338 | Active | 2,070.60 |
| 22108 Jimenez, Miguel A                  | 720 Promedary Drive    | 14656 | Active | 1,881.87 |
| 22109 Ruiz, Edwin A/ Kellyn J            | 684 Jaguar Court       | 14761 | Active | 3,339.44 |
| 22110 Fernandez, Eddy/Colon, Maria       | 750 Del Prado Drive    | 15261 | Active | 1,868.98 |
| 22111 Smith, Chavell                     | 719 E Bay Drive        | 15355 | Active |          |
| 22112 Joseph, Marv                       | 632 Polynesian Court   | 15466 | Active | 2,168.23 |
| 22113 Blanchard, Patrick L               | 637 Royalty Court      | 15806 | Active | 1,758.00 |
| 22114 Cuadrado, George/ Llandra          | 253 Cranbrook Drive    | 15814 | Active | 40.50    |
| 22116 Brown, Carlton/ Rita               | 818 Nelson Drive       | 16047 | Closed | 592.80   |
| 22117 Gray, Hugh/ Radica                 | 344 Montgomery Court   | 16053 | Closed | 2,094.02 |
| 22118 McClain, Antoine/ Dehan            | 213 Balboa Drive       | 16136 | Active | 4,801.93 |
| 22119 Morales, Luz E                     | 728 Del Rio Way        | 16284 | Active | 1,970.53 |
| 22120 Meshulam, Abraham                  | 614 Horldian Drive     | 16292 | Active | 1,402.67 |
| 22121 Laureano, Alejandro/ Yaida         | 233 Cobalt Drive       | 16467 | Active | 1,401.94 |
| 22122 Cruz, Orlando A/ Yodanis M         | 416 Francisco Way      | 16683 | Active | 923.00   |
| 22123 Burgos, Jose L/ Carla V            | 943 Delano Court       | 17248 | Active | 2,177.00 |
| 22124 Cruz, Nancy                        | 351 Jacksonville Court | 17574 | Active | 1,715.01 |
| 22125 Dinital, Tekedat/ Hardya           | 607 Fisher Court       | 17659 | Active | 1,605.89 |
| 22126 Rodriguez, Aurora R                | 633 Promedary Court    | 17809 | Active | 1,367.00 |

|   |                        |       |        |           |
|---|------------------------|-------|--------|-----------|
| 22127 Walker, Larry                       | 623 Wahaby Lane        | 18031 | Active | 1,660.44  |
| 22128 Bacchus, Shameer                    | 602 Jaguar Court       | 18066 | Active | 2,839.94  |
| 22129 Galarza Jr, Gil                     | 634 Koala Court        | 18317 | Active | 3,544.57  |
| 22130 Cardona, Leticia                    | 515 Dromedary Court    | 18457 | Active | 527.00    |
| 22131 Taylor, Cyril/ Marjorie             | 528 Decaturville Court | 18929 | Active | 2,218.54  |
| 22132 Caraballo, Juan O                   | 856 Nelson Drive       | 18945 | Active | 1,816.73  |
| 22133 Montanez, Gabriel/ Marisol          | 846 Del Prado Drive    | 19097 | Active | 1,704.61  |
| 22134 Henry, Donald                       | 573 Imperial Place     | 19178 | Active | -         |
| 22135 Smith, Christopher W/ Gem M         | 745 Leonardo Court     | 19208 | Active | 1,587.00  |
| 22136 Santiago, Eladio/ Blanca            | 615 Royalty Court      | 19216 | Active | 4,548.30  |
| 22137 Burke Sr, Gregory/ Lisa M           | 320 Dagama Court       | 19356 | Active | 1,825.67  |
| 22138 Haynes, Judith L                    | 203 Magellan Drive     | 19801 | Active | 11,556.32 |
| 22139 Herman, Sara Lin/Cole, Elizabeth    | 818 E Flag Lane        | 19968 | Active | 1,543.10  |
| 22140 Barcourt, Astrel/ Myrlande          | 506 Carlsbad Drive     | 20141 | Active | (0.87)    |
| 22141 Cordero, Jose A                     | 706 Wedge Lane         | 20532 | Active | 1,297.32  |
| 22142 Ahsan, Mohammed                     | 704 E Tournament Lane  | 20664 | Active | 2,563.10  |
| 22143 Yanez, Raul/ Nelly                  | 755 Caribou Drive      | 20702 | Active | 3,183.53  |
| 22144 Mendez, Benjamin/Lopez, Alba        | 757 Caribou Drive      | 20753 | Active | 3,725.92  |
| 22145 Lafata, Lynn                        | 469 Bar Court          | 20869 | Active | 1,266.02  |
| 22148 Rosado, Roy                         | 706 Green Court        | 21024 | Active | 3,445.42  |
| 22151 Hosang, Lorna                       | 301 Killmanjaro Drive  | 21105 | Active | 1,281.92  |
| 22152 Brown Jr, Ronald/ Sheraida I        | 824 Del Prado Drive    | 21598 | Active | 3,136.01  |
| 22153 Medina, Reimon/ Jacqueline          | 605 Mesilla Drive      | 21601 | Active | 3,172.03  |
| 22154 Sheppard, Juana A                   | 315 Cornwallis Court   | 21636 | Active | 1,224.28  |
| 22156 Cordero, Giovanni/ Virginia         | 578 Koala Drive        | 22314 | Active | 4,605.10  |
| 22157 Sider, Asan / Danielle L            | 604 Fisher Court       | 22349 | Active | -         |
| 22159 Morales, Sarai Alverio              | 566 Imperial Place     | 22885 | Active | 3,029.52  |
| 22160 Torres, Enrique                     | 808 Garby Drive        | 23043 | Active | 1,767.76  |
| 22161 Studkey, Raymond E/ Donna L         | 330 Cornwallis Court   | 23051 | Active | 1,366.43  |
| 22162 Korpi, David M/ Jodi G              | 399 Cocoa Court        | 23159 | Active | 2,886.95  |
| 22163 Tarafa, Betty                       | 713 Fisher Drive       | 23876 | Active | 2,811.10  |
| 22164 Rivera, Ana                         | 601 Cheetah Lane       | 23981 | Active | 1,400.29  |
| 22165 Cortes, Gregorio                    | 602 Kangaroo Drive     | 24051 | Active | 1,602.00  |
| 22166 Julien, Douge                       | 681 Reindeer Drive     | 24058 | Active | 2,655.16  |
| 22167 Sharfara, Linda R/Torres, Jose      | 607 Polynesian Court   | 24392 | Active | 4,020.46  |
| 22168 Dennett, Edward/ Bridget            | 631 Miniron Drive      | 24546 | Active | 3,166.51  |
| 22169 Colon, Jose/Dominquez, Jennifer     | 703 Bogle Court        | 24651 | Active | 3,476.80  |
| 22170 Long, Terry I                       | 632 Floridian Drive    | 24759 | Active | 3,449.30  |
| 22171 Vasquez, Jose/ Gladys               | 709 Lucaya Drive       | 24856 | Active | 1,027.41  |
| 22172 Sanchez Leyva, Ralín                | 660 Reindeer Drive     | 25062 | Active | 4,265.98  |
| 22173 Ushrowski, Rebecca/Thomas, Frank    | 630 Reindeer Drive     | 25124 | Active | 1,297.00  |
| 22174 Pardo, Yolanda                      | 601 Bobcat Lane        | 25159 | Active | 6,385.18  |
| 22175 Romero, Hilda/ Valerio              | 606 Kangaroo Drive     | 25454 | Active | 4,513.36  |
| 22176 Buchanan, Tellis T                  | 806 Albino Court       | 25852 | Active | 1,673.10  |
| 22177 Rommel, Kenneth C/ Joyce A          | 806 Nelson Drive       | 25933 | Active | 1,379.07  |
| 22179 Basdeo, Stanley/ Rebecca            | 804 Alpine Court       | 26217 | Active | 3,406.89  |
| 22180 Prendergast, Leonard I              | 724 Dromedary Road     | 26328 | Active | 533.31    |
| 22182 Nizario, Victor/ Evelyn             | 614 McKinley Court     | 26794 | Active | 2,317.06  |
| 22183 Henriquez, Oscar A/Brandao, Maria F | 949 Defano Court       | 26921 | Active | 2,043.50  |
| 22184 Fondeur, Oscar R                    | 718 Cobalt Drive       | 27014 | Active | 287.00    |
| 22185 Lindsay Chambers, Pauline           | 903 Mendoza Lane       | 27057 | Active | 3,047.28  |
| 22186 Fernandez, Santiago/ Sahra          | 655 Madrid Drive       | 27235 | Active | 2,374.25  |
| 22185 Alvarez, Juan A/ Maria M            | 652 Oranville Court    | 27871 | Active | 1,172.79  |

|   |                      |       |        |          |
|---|----------------------|-------|--------|----------|
| 22190 Rosado, Edward J/ Betty               | 346 Cardback Way     | 27244 | Active | (113.03) |
| 22191 Skeete, Patricia A/Melville, Sonny B  | 825 Nelson Drive     | 28029 | Active | 1,308.46 |
| 22192 Hara, Rolando/ Joan                   | 814 Mountbatten Lane | 28037 | Active | 1,514.22 |
| 22193 Prince, Christine (Trust)             | 623 Reindeer Drive   | 28347 | Active | 4,030.38 |
| 22194 Galvin, Elaine/ Timothy               | 773 Mink Court       | 28355 | Active | 1,385.48 |
| 22195 Dimbido Blakes, Linda Yolissa         | 621 Caribou Court    | 28657 | Active | 1,297.00 |
| 22196 Ortiz, Lydia                          | 738 Bobcat Court     | 28665 | Active | 1,426.53 |
| 22197 Eckenrode, Timothy J/ Madeline H      | 709 Wombal Way       | 28673 | Active | 1,216.81 |
| 22198 Colcol, Antonio F                     | 349 Cornwalls Court  | 28754 | Active | 5,743.52 |
| 22200 Versailles, Lynn O                    | 712 Swan Way         | 29106 | Active | 1,307.00 |
| 22201 Colon, Nestor L/ Wanda                | 614 Milan Drive      | 29335 | Active | 6,574.13 |
| 22202 Trippett, Jonathan D/ Catharina W     | 812 San Pedro Court  | 29343 | Active | 2,341.00 |
| 22203 Joseph, Peter/ Laurencia              | 842 Valnera Court    | 29351 | Active | 2,920.48 |
| 22204 Martinez, Edna                        | 626 Milan Drive      | 29777 | Active | 2,220.66 |
| 22206 Seich, Louis/ Christine               | 857 San Pedro Court  | 30317 | Active | 659.88   |
| 22207 Blake, Charlotte H                    | 809 Valnera Court    | 30767 | Active | 7,142.82 |
| 22208 Salehi, Parham                        | 865 San Pedro Court  | 30996 | Active | 2,731.86 |
| 22209 Caraballo, Rosa J                     | 960 Salerno Court    | 31216 | Active | 1,668.57 |
| 22210 Pedrosa, Victor/Santiago, Alba        | 657 Reindeer Drive   | 31895 | Active | 2,159.53 |
| 22213 Behle, Wilda                          | 856 E Flag Lane      | 32344 | Active | 832.00   |
| 22214 Nieves Santos, Jennifer E             | 845 San Jose Court   | 32468 | Active | 1,406.53 |
| 22217 Diaz, Moises/ Rosa M                  | 15 Tamanti Way       | 32603 | Active | 1,342.28 |
| 22218 Hart, Terry J/ Fieserlida             | 214 Balboa Drive     | 32816 | Active | 3,960.72 |
| 22219 Garcia, Noel/Rivera, Glenda I         | 239 Magellan Drive   | 32875 | Active | 2,062.46 |
| 22220 Rosado Rodriguez, Rene D              | 705 Drumedary Drive  | 33081 | Active | 4,171.11 |
| 22221 Mayo, Mario                           | 701 Bear Way         | 33189 | Active | 4,607.17 |
| 22222 Rogers, Jennifer                      | 760 Camel Court      | 33251 | Active | 2,495.63 |
| 22223 Lehman, Barbara                       | 802 Darby Drive      | 33294 | Active | 3,197.46 |
| 22224 Holmes, Foville A/ Raphael            | 903 San Marco Drive  | 33324 | Active | 1,266.04 |
| 22225 Westbrook, Christy/Simonds, Monte     | 106 Talavera Lane    | 33596 | Active | 1,112.48 |
| 22226 Williams, Barbara                     | 203 Taranto Way      | 33626 | Active | 1,945.36 |
| 22227 Tillsley, John A/ Dee Ann             | 461 Cart Court       | 33979 | Active | 1,271.59 |
| 22228 Logan, John W (Et Al)                 | 506 Bar Drive        | 34095 | Active | 3,410.80 |
| 22230 Bank Of America Na                    | 652 Milan Drive      | 34347 | Active | 2,876.37 |
| 22231 Mc Guire Jr, George A/ Joanne         | 664 Mesilla Drive    | 34452 | Active | 4,243.77 |
| 22232 Shadid, Jenny/ Nick                   | 808 Mountbatten Lane | 34606 | Active | 2,488.68 |
| 22233 Sangster, Ena H                       | 765 Harland Court    | 34614 | Active | 2,009.79 |
| 22234 Farmer, Dennis/ Jacqueline            | 320 Cortez Court     | 34657 | Active | 2,457.96 |
| 22235 Anderson, Barbara                     | 343 Colony Court     | 34681 | Active | -        |
| 22236 Lovett, Joseph B/Ivie, Cheri K        | 317 Colony Court     | 34878 | Active | 641.18   |
| 22237 Joassaint, Wilner/Araes, Arthur       | 310 Chiquita Court   | 34886 | Active | 1,225.93 |
| 22240 Daversa, Joseph Victor (Estate Of)    | 613 Gastelle Drive   | 35319 | Active | 388.00   |
| 22242 Garin, Thomas Allen/ Janet A          | 637 Drumedary Court  | 35432 | Active | 2,104.20 |
| 22243 Cruz Martinez, Francisca              | 706 Bobcat Court     | 35637 | Active | 1,631.65 |
| 22244 Lovelace, James                       | 706 Drumedary Drive  | 36099 | Active | 1,354.73 |
| 22245 Bailey, Joseph H                      | 255 Cobalt Drive     | 36307 | Active | 4,251.24 |
| 22246 Federal National Mortgage Association | 509 Everest Way      | 36412 | Active | 2,447.00 |
| 22247 Smith, Christine P                    | 703 Fredrick Place   | 36447 | Active | 1,195.71 |
| 22248 Machado, Berla                        | 309 Colonade Court   | 36625 | Active | 1,847.37 |
| 22249 Ammons, Patricia                      | 335 Madina Court     | 36765 | Active | 1,602.24 |
| 22250 Suarez Garcia, Ramon/Suarez, Bertil   | 15 Sequoia Way       | 36773 | Active | 1,782.33 |
| 22251 Camargo, Orlando                      | 607 Caribou Court    | 36994 | Active | 1,135.53 |
| 22252 Ayala, Reynaldo                       | 729 Caribou Drive    | 37036 | Active | 2,266.08 |



|  |                        |       |        |           |
|--|------------------------|-------|--------|-----------|
| 22253 Lindsay, Courtney B                        | 325 Edgewood Court     | 37184 | Active | 5,511.22  |
| 22254 Schelmev, Ivonne Marie<br>Rivera, Vladimir | 538 Koala Drive        | 37281 | Active | 1,403.79  |
| 22257 Velez, Elisa                               | 668 Reindeer Dr        | 37397 | Active | 1,903.10  |
| 22258 Colon, Emelissa                            | 101 Blanca Court       | 37478 | Active | 4,147.85  |
| 22259 Magro, Steven J                            | 603 Deauville Court    | 37907 | Active | 1,118.79  |
| 22261 Taveras, Celso                             | 526 Imperial Place     | 37931 | Active | 470.32    |
| 22262 Hume, Larry E                              | 615 Mayan Place        | 38016 | Active | 5,136.19  |
| 22263 Solano, Claude/ Susan                      | 525 Carlsbad Drive     | 38059 | Active | 3,404.37  |
| 22264 Campbell, Earl/ Lovell                     | 665 N Del Monte Court  | 38075 | Active | 3,321.76  |
| 22265 Ferraiolo, Nicholas/ Elizabeth             | 108 Talavera Lane      | 38229 | Active | 3,395.42  |
| 22266 Alvarado, Juan/ Julia                      | 238 Cranbrook Drive    | 38326 | Active | 4,797.20  |
| 22267 Warc, Maurice                              | 908 Delano Court       | 38369 | Active | 1,024.45  |
| 22268 Pastrana, Juan W/ Edith                    | 314 Montgomery Court   | 38431 | Active | 3,789.66  |
| 22271 Berrios, Carmen                            | 255 Chadworth Drive    | 38466 | Active | 3,330.64  |
| 22272 Negrón, Primitivo/ Elizabeth               | 662 Milan Drive        | 39071 | Active | 2,029.70  |
| 22273 Taylor, Oenford                            | 845 Valnera Court      | 39098 | Active | 1,754.28  |
| 22274 Rodriguez, Brunilda R                      | 833 Alpine Court       | 39152 | Active | 2,774.62  |
| 22276 Brown, Icylin/ Cleveland                   | 614 Muskrat Drive      | 39276 | Active | 729.25    |
| 22279 Corcino, Ange/ Rodriguez, Milena           | 605 McKinley Court     | 39896 | Active | 1,886.85  |
| 22280 Mackay, Carlos/ Mildred                    | 310 Lauderdale Court   | 40932 | Active | 2,833.99  |
| 22281 Rodriguez, Justo/ Figueroa, Josefa I       | 333 Dundee Drive       | 40959 | Active | 1,658.03  |
| 22282 Milfort, Myrlanne                          | 750 Dromedary Drive    | 41246 | Active | 2,059.48  |
| 22283 Bayonne, Jean Pierre/ Carole M             | 655 N Del Monte Court  | 41467 | Active | 4,767.66  |
| 22286 White, Paul                                | 612 Polynesian Court   | 41599 | Active | 3,763.29  |
| 22287 Garzon, Luz M                              | 917 Delano Court       | 41785 | Closed | 1,822.00  |
| 22288 Pagan, Carmen Albarran                     | 312 Colony Court       | 41815 | Active | 180.08    |
| 22289 Raith, Robert J/ Mary C                    | 838 San Pedro Court    | 41998 | Active | 2,353.48  |
| 22290 Hernandez, Nemias                          | 311 Medina Court       | 42021 | Active | 1,478.52  |
| 22292 Delgado, Ramonita                          | 3 Country Club Court   | 42137 | Active | 1,888.44  |
| 22293 Nunes, Ruth                                | 710 Bunker Lane        | 42412 | Active | 2,326.77  |
| 22294 Flannery, George/ Brenda                   | 915 Delano Court       | 42471 | Active | 4,549.82  |
| 22296 Santiago, Aida                             | 626 Royalty Court      | 42935 | Active | 1,853.74  |
| 22297 Perez, Ana M (Trust)                       | 217 Balboa Drive       | 43184 | Active | 4,048.52  |
| 22299 Weller, Marla I                            | 330 Montgomery Court   | 43265 | Active | 8,441.99  |
| 22300 Hippensteel, Racine L/ Richard             | 820 Valnera Court      | 43362 | Active | 1,092.50  |
| 22303 Karamitsos, Jim P/ Laboy, Selena R         | 323 Medina Court       | 43427 | Active | 1,087.75  |
| 22304 Kennerley, Shad/ Tracey                    | 641 Dromedary Court    | 43745 | Active |           |
| 22305 Arce, Enix/ Maria A                        | 611 Reindeer Drive     | 43842 | Active | 4,406.71  |
| 22306 Ramirez, Ramon M/ Clicerda                 | 770 Camel Court        | 43877 | Active | 2,354.86  |
| 22307 Sosa, Rossi/ Gonzalez, Jose A              | 324 Erie Court         | 44148 | Active | 2,337.44  |
| 22308 Euston, Audrey                             | 413 Lakeview Road      | 44474 | Closed |           |
| 22309 Benjamin, George/ Brenda                   | 405 Lakeview Road      | 44601 | Active | 1,241.00  |
| 22311 Moore, Jamal                               | 1828 Bering Road       | 44619 | Active | 1,566.39  |
| 22312 Golaun Jr, Gasford R/ Pauline              | 318 Jacksonville Court | 45292 | Active | 1,396.69  |
| 22313 Hernandez, Andres                          | 436 Danube Drive       | 45861 | Active | 4,504.11  |
| 22315 Alire, Fernando/ Ruth                      | 1927 Menigan Court     | 46272 | Active | 2,097.00  |
| 22316 Forrier, Henry/ Jayne M                    | 917 San Paulo Way      | 46736 | Active | 367.00    |
| 22317 Guter, Lillian M                           | 214 Taranto Way        | 46884 | Active | 4,797.20  |
| 22319 Seignious Lewis, Diane                     | 602 Gazelle Drive      | 46922 | Active | 2,332.71  |
| 22322 Medina, Leosvaldo/ Pelayez, Yazmin         | 807 E Flag Lane        | 47376 | Active | 18,671.41 |
| 22324 Escobar, Dalila Del Carmen                 | 1966 Myakka Court      | 48011 | Active | 489.93    |
| 22325 Ramcharan, Arhlay                          | 324 Michigan Lane      | 48429 | Active | 3,407.93  |
|  | 304 Erie Lane          | 48917 | Active | 2,321.70  |

|       |                                     |                      |       |        |          |
|-------|-------------------------------------|----------------------|-------|--------|----------|
| 22326 | Garcia, William/ Paola              | 451 Danube Drive     | 49069 | Active | 2,279.04 |
| 22327 | Barney, R L/Barney Piper, Debra     | 621 Deauville Court  | 49328 | Active | 4,578.45 |
| 22328 | Kolesou, Vladimir                   | 838 Nelson Drive     | 49476 | Active | 1,085.65 |
| 22331 | Overby, James                       | 7 Country Club Court | 49735 | Active | 1,401.53 |
| 22331 | Cordova, Rafael A/ Lu sa M          | 547 Peace Drive      | 50512 | Active | 958.76   |
| 22333 | Palmer, Kevin                       | 1804 Superior Court  | 50636 | Active | 1,667.10 |
| 22334 | Gonzalez Rivera, Sonia              | 318 Chiquita Court   | 50687 | Active | 1,700.47 |
| 22335 | Meadows, Kevin                      | 9 Cordona Drive      | 50733 | Active | 3,591.06 |
| 22337 | Federal National Mortgage Assn      | 835 Valnera Court    | 50784 | Active | 666.15   |
| 22338 | Miliano, Roberto/ Miguellina        | 262 Chadworth Drive  | 50849 | Active | 3,187.86 |
| 22340 | Rejouis, Violette Marcellus         | 649 Floridian Drive  | 51209 | Active | 3,918.38 |
| 22341 | Spangenberg, Randy T/ Retee         | 726 Yucatan Court    | 51225 | Active | 1,373.04 |
| 22342 | Encarnacion, Nestor                 | 607 Mayan Place      | 51438 | Active | 4,940.73 |
| 22343 | Alexis, Cliff M                     | 1916 Michigan Court  | 51594 | Active | 4,610.00 |
| 22344 | Knight, Kevin                       | 412 Danube Way       | 51985 | Active | 2,631.64 |
| 22348 | Simon, David A                      | 794 Lucaya Drive     | 52531 | Active | 1,329.60 |
| 22350 | Hawkins, Ron                        | 431 Long Drive       | 52957 | Active | 1,998.63 |
| 22352 | Roldan, Evelyn                      | 830 Palermo Court    | 53406 | Active | 7,931.92 |
| 22353 | Ginnell, Dolores/ Karen             | 601 Floridian Drive  | 53422 | Active | 1,159.68 |
| 22356 | Ali-Mohammed, Natalie               | 459 Danube Drive     | 53115 | Active | 1,312.00 |
| 22357 | Vingling, Marjorie E                | 666 Koala Court      | 53824 | Active | 1,207.19 |
| 22358 | Brown, Douglas                      | 746 Mink Court       | 53859 | Active | 2,871.41 |
| 22359 | Santiago Dejesu, Eliud/Santiago, Ai | 187 Conch Drive      | 56210 | Active | 4,335.54 |
| 22360 | Rodriguez, Angela/Gomez, Jeanette   | 11 Flairfish Drive   | 56456 | Active | 3,392.88 |
| 22363 | Forrest, Leemond H                  | 1628 Sail Drive      | 57007 | Active | 4,413.73 |
| 22364 | Latentant, Rosilla                  | 110 Conch Way        | 57576 | Active | 3,221.94 |
|       | LOT 10 POINCIANA TRUST              | 9 MUDFISH PL         | 58076 | Active | 809.56   |
| 22366 | Sugraves, Marleane S                | 1703 Minnow Court    | 58149 | Active | 2,212.73 |
| 22367 | Velet, Rafael                       | 102 Flatfish Court   | 58238 | Active | 1,328.27 |
| 22368 | Portillo, Lillian Z/ Gerardo        | 120 Herring Way      | 58655 | Active | 1,454.55 |
| 22370 | Campbell, Andrea                    | 68 Herring Court     | 59315 | Active | 3,440.42 |
| 22371 | Rosado, Agustin                     | 306 Kingfish Circle  | 59447 | Active | 753.41   |
| 22372 | Buck, Billy/ Felicia                | 42 Inconnu Drive     | 59625 | Active | 3,830.02 |
| 22373 | Wiggins, Carol/ Warren              | 112 Bonito Way       | 59773 | Active | 3,520.00 |
| 22374 | Garcia, Gloria M/Urban, Frank M     | 302 Puffer Court     | 60038 | Closed | 767.00   |
|       | Rosas, Carmen M/Rosas, Pedro L      | 1714 Redfin Way      | 60682 | Active | 2,060.32 |
| 22375 | Montaño Vientos, Pedro L            | 8 Tuna Lane          | 61905 | Active | 1,907.00 |
| 22376 | Murray, Alan/ Kimberly M            | 114 Dorchester Court | 61954 | Active | 1,931.48 |
| 22377 | Martinez, Ivette/Betancourt, Juan   | 414 Greenwich Court  | 62014 | Active | 7,292.41 |
| 22378 | Kiebert, Oswald R                   | 911 Stockport Drive  | 62111 | Active | 2,249.31 |
| 22379 | Marrero, Yolanda                    | 1107 Cambourne Drive | 62138 | Active | 287.00   |
| 22380 | Wagner, Joseph B/ Brandi M          | 365 Marquee Drive    | 62197 | Active | 2,320.48 |
| 22381 | Wilson, Lisa                        | 356 Chelmsford Court | 62275 | Active | 2,365.98 |
| 22382 | Dominique, Agnes/Arnulfo, Perlas    | 927 Gloucester Court | 62324 | Active | 2,933.06 |
| 22383 | Craft, Steven W/ Ramona S           | 1019 Dunley Drive    | 62384 | Active | 5,101.73 |
| 22384 | Us Bank National Assn Trustee       | 1015 Dudley Drive    | 62405 | Active | 1,589.50 |
| 22385 | Praudhomme, Lennox                  | 207 Bedford Drive    | 62471 | Active | 2,308.65 |
| 22386 | St Pierre, Michel G/ Robert         | 538 Gateshead Court  | 62647 | Active | 3,234.97 |
| 22387 | Marrero, Maria/Melendez, Fresa M    | 119 Newham Way       | 62863 | Closed |          |
| 22388 | Norris, Yudeki                      | 949 Gillingham Court | 63053 | Active | 4,460.44 |
| 22389 | Santiago Sr, Ismay/ Aida            | 329 Marquee Drive    | 63126 | Active | 1,546.85 |
| 22390 | Pena, Pedro                         | 1323 Burnley Court   | 63125 | Active | 1,608.09 |
| 22391 | Chavanna, Luis M                    | 936 Gillingham Court | 63825 | Active | 2,536.18 |

|  |                       |       |        |           |
|--|-----------------------|-------|--------|-----------|
| 22392 Tirado Jr, Raymond/ Mijdahia       | 971 Derbyshire Drive  | 63916 | Active | 1,893.87  |
| 22393 Ansalas, Myrna E                   | 329 Cardiff Drive     | 64165 | Active | 2,064.61  |
| 22394 Mentrie, Kledia/Cappellet, Sara M  | 206 Cheltenham Place  | 64246 | Active | 10,397.19 |
| Delgado, Jesus M/Hernandez, Iris M       | 1013 Mayfair Place    | 64408 | Closed | 1,131.00  |
| 22397 910 Cambridge Court Trust          | 910 Cambridge Court   | 64513 | Active | 1,680.51  |
| 22398 Aguilar, Yvonne                    | 223 Banbury Place     | 64793 | Active | 4,774.09  |
| 22400 Calderon, Anthony/ Ana             | 241 Canterbury Court  | 64912 | Active | 3,141.69  |
| 22401 Sealy, Ethamena S                  | 820 Oglethorpe Court  | 64971 | Active | 4,505.88  |
| 22403 Cordero, Alier S/Adames, Marilyn   | 812 Hazel Grove Court | 65226 | Active | 2,778.34  |
| 22404 Jarrett, Aubryn/ Annette           | 920 Gillingham Court  | 65412 | Active | 4,217.65  |
| 22406 Veila, Ramon                       | 67 Dorset Drive       | 65544 | Closed | 412.00    |
| 22407 Musselman, Annette K               | 1031 Coatbridge Drive | 65825 | Active | -         |
| 22408 Louis, Helde J/ Josette            | 914 Dartmouth Court   | 65854 | Active | 2,508.06  |
| 22409 Feliciano, Denise                  | 1004 Mayfair Place    | 66028 | Active | 2,331.67  |
| 22410 Rios, Adriana                      | 114 Newham Way        | 66125 | Active | 4,408.93  |
| 22411 Rivera, Carmelo                    | 1167 Cambourne Drive  | 66168 | Active | 4,684.76  |
| 22412 Cruz, Hector/Cruz-Vega Marilou     | 323 Colony Court      | 66362 | Active | 1,420.57  |
| 22413 Rodriguez, Angelo                  | 48 Dorset Drive       | 66397 | Active | 4,456.82  |
| 22414 Echavarria, Nuris/ Eddie           | 102 Clyde Bank Place  | 66427 | Active | 1,850.78  |
| 22416 Evans, Roy S/ Berta B              | 238 Bedford Drive     | 66664 | Active | 1,400.04  |
| 22417 Cayasso, Wylene P/ Carlos A        | 325 Greenwich Court   | 66753 | Active | 1,397.37  |
| 22418 DeLong, Juli Anne                  | 9 Coventry Court      | 66761 | Active | 693.65    |
| 22419 Rivera, Anibal/Santiago, Maria L   | 210 Banbury Place     | 66788 | Active | 1,461.55  |
| Perez, Noel/Madeline                     | 130 Nicholas Ct       | 66796 | Active | 1,677.90  |
| 22420 Lafontant, Jacqueline              | 811 Savona Place      | 66826 | Active | 1,846.63  |
| 22421 Parker, Penny M                    | 626 Kangaroo Drive    | 66885 | Active | 1,849.24  |
| 22422 Silva, Julio S                     | 603 Mayan Place       | 67024 | Active | 4,060.78  |
| 22423 Deleon, Manuel/ Guiseppe           | 101 Cheltenham Place  | 67164 | Active | 1,331.05  |
| 22424 Rijos, Thalia                      | 1116 Cambourne Drive  | 67237 | Active | 991.88    |
| 22425 Matos, Victor/ Johana V            | 1144 Cambourne Drive  | 67245 | Active | 9,245.48  |
| 22426 Decker, Marc/Pama, Paula           | 329 Chelmsford Court  | 67288 | Active | 11,834.79 |
| 22427 Castillo, Rafael A/ Rosa E         | 302 Chelmsford Court  | 67393 | Active | 2,955.20  |
| 22428 Laureano, Joel J/Maldonado, Rosa H | 352 Chelmsford Court  | 67466 | Active | 3,447.47  |
| 22429 Quilan, Lynn                       | 250 Cheshire Court    | 67571 | Active | 1,684.72  |
| 22431 P'nero, Alda I/Silva, Alda V       | 251 Canterbury Court  | 67652 | Active | 1,170.69  |
| 22433 Godwin, Celestine                  | 1009 Deddington Place | 67849 | Active | 584.11    |
| 22434 Lugo, Nestor R/Espiritusanto, Luz  | 821 Glastonbury Drive | 67911 | Active | 4,905.49  |
| 22435 Coars, Elancer C/Johnson, Julie B  | 1325 Dunbarton Court  | 67954 | Active | 3,317.97  |
| 22436 Roman, Julia/Baez, Jarlitz         | 1119 Cambourne Drive  | 68292 | Active | 1,066.33  |
| 22438 Wulff, Ana                         | 1120 Chichester Court | 68403 | Active | 714.25    |
| 22440 Aviles-Andino, Yanira              | 151 Barrington Drive  | 68977 | Active | 2,839.94  |
| 22442 Siles, Jorge A/Vega, Yariisa       | 29 Bradford Court     | 69086 | Active | 2,715.84  |
| 22444 Schell, Ronald J                   | 23 York Court         | 69159 | Active | 2,860.32  |
| 22447 Gordon, Bernard J/Benton, Paul L   | 185 Birmingham Drive  | 69604 | Active | 1,565.04  |
| 22448 Parker, Monica M                   | 161 Birmingham Drive  | 69671 | Active | 2,848.18  |
| 22449 Valentin, Richard                  | 117 Birmingham Drive  | 69698 | Active | 3,049.35  |
| 22450 Perez, Hector D/ Fanny J           | 640 Baldwin Drive     | 69825 | Active | 6,313.88  |
| 22452 Marrero, Maximino/Colon, Sandra I  | 606 Baldwin Drive     | 69914 | Active | 4,471.46  |
| 22453 Albelo, Yvette/Santiago, Hector    | 21 Perch Drive        | 70319 | Active | 1,892.61  |
| 22454 Grenier, Patrick W/ Donna I        | 323 Salmon Court      | 70505 | Active | 468.25    |
| 22455 Passer, Douglas M/ Aimee M         | 8 Flatfish Drive      | 70955 | Active | 1,950.96  |
| 22456 Jones Jr, Timothy E/ Tamara        | 1900 Sawfish Drive    | 71099 | Active | 11,824.46 |
| 22457 Fairhones Pearl Properties, LLC    | 109 Herring Way       | 71196 | Active | 1,742.00  |

|   |                          |       |        |          |
|---|--------------------------|-------|--------|----------|
| 2245H Salgado, Jacobo/ Salgado, Miguel    | 660 Parakeet Court       | 71862 | Active | 1,703.91 |
| 22461 Mirle Alexander Senal               | 409 Mojestic Way         | 72125 | Active | 2,392.00 |
| 22462 Muria, Gilberto/Vega, Sonia         | 822 Mendoza Drive        | 72214 | Active | 2,754.10 |
| 22463 Perez, Emma                         | 413 Long Drive           | 72249 | Active | 3,602.83 |
| 22464 Filz-Aime, Macula                   | 106 Dorchester Court     | 72575 | Active | 670.12   |
| 22467 Teteh, Gladys/ Richard              | 48 Bradford Court        | 72877 | Active | 1,309.40 |
| 22468 Day-Lee, Donna                      | 53 Bradford Court        | 72893 | Active | 2,742.67 |
| 22469 Cerda, Steve/Sierra, Iris M         | 146 Barrington Drive     | 72982 | Active | 6,225.89 |
| 22470 Rosado, Rosalia                     | 112 Barrington Drive     | 73024 | Active | 2,796.12 |
| 22471 Hernandez, Carmen Loyda             | 615 Bayport Drive        | 73318 | Active | 3,475.12 |
| 22472 Vega, Nereida                       | 633 Baldwin Drive        | 73431 | Active | 2,880.99 |
| 22475 Cron, Edward J/ Mary E              | 26 Coventry Court        | 73717 | Active | 1,843.86 |
| 22476 Bobea, Raisa                        | 338 Coldbeck Way         | 73733 | Active | 4,459.26 |
| 22477 Rodriguez, Hiram ./ Sugeil          | 307 Dagama Court         | 73741 | Active | 1,497.46 |
| 22478 Rosado, Carmen Y                    | 852 Pisa Lane            | 73873 | Active | 4,175.83 |
| 22479 Miller, Norman                      | 1111 Dartford Drive      | 73946 | Active | 2,897.87 |
| 22480 Santiago, Carlos/ Bethzallz         | 133 Dorchester Court     | 74004 | Active | 4,455.71 |
| 22481 Rivera, Nilda E                     | 114 Colchester Place     | 74241 | Active | 2,380.34 |
| 22482 Delgado, Maria/Dones, Jose          | 207 Banbury Place        | 74314 | Active | 4,001.75 |
| 22483 Crane, Gerald M                     | 14 York Court            | 74527 | Active | 3,172.49 |
| 22484 Canela, Gabriel/Garcia, Rosa        | 116 Birmingham Drive     | 74543 | Active | 1,854.27 |
| 22486 Gutierrez, Ellette                  | 663 Brookton Drive       | 74705 | Active | 2,633.98 |
| 22487 Polan, Marc N                       | 417 Long Drive           | 74837 | Active | 1,079.03 |
| 22488 Corcoran, Steven/ Robin             | 404 Short Drive          | 74853 | Active | 3,493.09 |
| 22490 Jackson, Jeannette                  | 666 Mesilla Drive        | 74888 | Active | 2,881.64 |
| 22491 Salazar, Ricardo/Lemus, Miriam      | 725 Del Rio Way          | 75027 | Active | 1,268.33 |
| 22492 Adorno, Elizabeth                   | 819 San Jose Court       | 75124 | Active | 5,370.45 |
| 22493 Martin, Dandre/Bennett, Reynaldo    | 3 Northfleet Lane        | 75396 | Active | 2,427.03 |
| 22494 Serrano, Claudino                   | 1108 Chichester Court    | 75418 | Active | 4,751.90 |
| 22495 Herman, Harold/Reich, Joan          | 45 Bradford Court        | 75639 | Active | 2,802.72 |
| 22497 Ellis, Jamil/ Jari                  | 203 Granger Court        | 75066 | Closed | 829.00   |
| 22499 Vazquez, Edwin/Rivera, Migdalia     | 412 Bar Court            | 76201 | Active | 3,185.24 |
| 22500 Yucker, Morvey/ Denise              | 419 Short Drive          | 76252 | Active | 1,421.98 |
| 22503 Pabon, Elvin I                      | 618 Jaguar Court         | 76341 | Active | 1,401.51 |
| 22505 Colon, Christian                    | 610 Dromedary Court      | 76449 | Active | 2,001.61 |
| 22506 Grey, Marcia/ Welton                | 715-A Blttern Way        | 76503 | Active | 3,351.40 |
| 22507 Vazquez, Jose E                     | 311 Jacksonville Court   | 76597 | Active | 2,167.77 |
| 22508 Malave, Miguel M/ Jessica           | 24 Perch Drive           | 76953 | Active | 4,380.30 |
| 22509 Ramdas, Ronald E                    | 327 Snook Way            | 77015 | Active | 4,245.89 |
| 22511 Florida Land Trust Services, Lc     | 1714 Minnow Court        | 77887 | Active | 2,904.38 |
| 22512 Gill, Steve D                       | 62 Sawfish Court         | 78263 | Active | 1,480.87 |
| 22514 Alonzo-Jose, John T/Rosado, Judith  | 1811 Snapper Drive       | 78646 | Active | 3,415.33 |
| Inocente, Ileana                          | 2 Peterlee Ct            | 79316 | Closed | 2,177.07 |
| 22518 Figueroa, Manuel/Delleguas, Iris M  | 211 Great Yarmouth Court | 79324 | Active | 1,560.47 |
| 22520 Moss, Michael/ Janet                | 123 Brlandiff Drive      | 79456 | Active | 1,700.93 |
| 22521 Innovating Financial LLC            | 525 Sherborne Lane       | 79529 | Active | 2,354.97 |
| 22523 Wilson, Doreen E                    | 709 Cockatoo Court       | 79501 | Active | 7,230.81 |
| 22525 Cruz-Rodriguez, Rey Jose            | 705 Robin Court          | 80284 | Active | 1,733.65 |
| 22527 Parke, Glaister/ Arleen             | 741 Robin Court          | 80365 | Active | 1,037.87 |
| 22528 Duke, John V                        | 721 Waxwing Court        | 80373 | Active | 2,321.70 |
| 22529 Chamorro, Jose L                    | 721 Bubolink Court       | 80462 | Active | 1,747.00 |
| 22530 Palacios, Ivonne/Castaneda, Beatriz | 527 Partridge Drive      | 80667 | Active | 1,821.05 |
| 22542 Glover, Janet D                     | 520 Hummingbird Court    | 80942 | Active | 2,048.87 |

|  |                       |       |        |           |
|--|-----------------------|-------|--------|-----------|
| 22533 Property Liquidation Specialist LLC                  | 559 Hummingbird Court | 80969 | Active | 2,806.56  |
| 22534 Abreu, Carlos  | 537 Gull Drive        | 81078 | Active | 2,868.68  |
| 22535 Rodriguez, Brenda                                    | 520 Finch Court       | 81256 | Active | 4,030.25  |
| 22536 Coutard, Marie                                       | 526 Eagle Court       | 81434 | Active | 3,494.76  |
| 22537 Nelson, Raymond L                                    | 518 Blackbird Lane    | 81787 | Active | 640.14    |
| 22538 Baerga Lopez, William/Valle, Almiga                  | 540 Albatross Drive   | 81817 | Active | 1,663.96  |
| 22539 Carrasquilla, Ardile/ Ruth E                         | 401 Blackbird Way     | 81927 | Active | 5,437.60  |
| 22540 Tirbaso, Danielle                                    | 402 Blackbird Way     | 82023 | Active | 5,088.85  |
| 22541 Kichart, Marlah/ Byron                               | 431 Cardinal Court    | 82082 | Active | 4,542.35  |
| 22542 Muniz, Anibal  | 447 Cardinal Court    | 82333 | Active | 3,562.90  |
| 22543 Collazo, Carmen                                      | 423 Dove Drive        | 82341 | Active | 955.00    |
| 22544 Taveras, Apolinar/ Erima                             | 448 Gannet Court      | 82856 | Active | 989.77    |
| 22546 John, Choral   | 443 Gannet Court      | 82961 | Active | 2,883.68  |
| 22548 Santiago, Carlos/Grajales, Daisy                     | 423 Maggie Court      | 83267 | Active | 10,577.47 |
| 22549 Pantojas, Edgardo/Lozano, Magaly                     | 5 Haddock Way         | 84107 | Active | 2,848.18  |
| 22550 Jarnot, Joseph B and Jarnot, Elizabeth               | 138 Flatfish Court    | 84182 | Active | 5,445.12  |
| 22551 Espinosa, Rolando/ Lucia Acevedo, Jasmine/ Anibal Jr | 317 Dogfish Court     | 84400 | Active | 3,418.45  |
| 22553 Matias, Ramon G/Rios, Carmen L                       | 1881 Manitoba Ct      | 84565 | Active | 1,403.00  |
| 22554 Siri, Johanny A                                      | 630 Kangaroo Drive    | 84875 | Active | 1,529.07  |
| 22555 Martin, Yvonne/ Cyril                                | 632 Kangaroo Drive    | 84891 | Active | 1,840.87  |
| 22556 Jean, Mona   | 596 Koala Drive       | 84905 | Active | 1,419.56  |
| 22557 Bushell, Ermo  | 582 Koala Drive       | 84921 | Closed | -         |
| 22558 Secaira, Klaus L/Lopez, Victor A                     | 631 Raven Court       | 85293 | Active | 2,315.84  |
| 22559 Guadalupe, Juan A                                    | 661 Crane Drive       | 85839 | Active | 2,418.30  |
| 22560 Andrews, Lisa  | 646 Crane Drive       | 85847 | Active | 3,436.97  |
| 22562 Teltschik, Adam                                      | 615 Crane Drive       | 85928 | Active | 1,200.65  |
| 22563 Gonzalez, Edwin/ Yanitza                             | 1003 Dartmoor Place   | 86118 | Active | 5,181.19  |
| 22564 Fairhomes Sunshine Housing Llp                       | 941 Gloucester Court  | 86142 | Active | 4,416.05  |
| 22565 Pichardo, Sheri/ Alejandro A                         | 1105 Camden Way       | 86177 | Active | 4,519.42  |
| 22567 Sumner, Michael E/Dezurik, Lori A                    | 611 McKinley Court    | 86428 | Active | 1,546.37  |
| 22569 Carrion, Rosa  | 712 Madelia Court     | 86819 | Active | 4,282.14  |
| 22570 Pena, Fidencio/ Marcelina                            | 299 Cobalt Drive      | 86975 | Active | 4,709.96  |
| 22571 Fairhomes Sunshine Housing Lp                        | 301 Sherborne Lane    | 87106 | Active | 29.00     |
| 22572 Patel, Chetna A                                      | 746 Harland Court     | 87114 | Active | 2,134.19  |
| 22575 Torres, Luisa  | 603 Gazelle Drive     | 87115 | Active | -         |
| 22577 Kimbril, Carl L/ Christina L                         | 1409 Hillsborough Way | 88099 | Active | 3,209.50  |
| 22578 Anglin, Nigel A                                      | 1203 Atlantic Court   | 89109 | Active | 1,889.36  |
| 22579 Funes, Carlos/ Erika                                 | 622 Robin Lane        | 89451 | Active | 4,574.71  |
| 22582 Williams, Janet D                                    | 661 Parakeet Court    | 89733 | Active | 4,371.47  |
| 22583 Herron, William/ Jessica                             | 653 Linnet Court      | 89843 | Active | 3,064.42  |
| 22584 Vializ, Javier/Vargas, Alicia                        | 602 Bluebell Court    | 90131 | Active | 7,605.99  |
| 22586 Sanchez, Marcelo/Rivera, Esperanza                   | 556 Crane Drive       | 90174 | Active | 2,357.99  |
| 22587 Cordero, Belkys                                      | 713 Giltner Way       | 90395 | Active | 1,009.50  |
| 22590 Vorne Management Services, Llc                       | 703 Martin Lane       | 90697 | Active | 4,916.80  |
| 22591 Mitchell, Lurline L                                  | 1102 Partridge Lane   | 91375 | Active | 2,543.01  |
| 22592 Pierrot, Paulette                                    | 403 Lark Court        | 91356 | Active | 2,359.81  |
| 22593 Garcia, Inse A                                       | 408 Maggie Court      | 91766 | Active | 2,344.73  |
| 91847 Yvette Rodriguez and George Rodriguez                | 462 Maggie Court      | 91812 | Active | 1,587.34  |
| 22595 Swanson, Wendy/ Justin                               | 445 Maggie Court      | 91847 | Active | 3,068.12  |
| 22596 Lamberty-Ortega, Luis R                              | 414 Mallard Lane      | 91952 | Active | 4,477.87  |
| 22598 Morales, Norma/Santiago, Edwin                       | 1601 Sall Drive       | 92223 | Active | 1,846.33  |
| 22599 Diaz, Carlos/ Carmen                                 | 571 Finch Court       | 92711 | Active | 3,944.22  |
|  | 518 Finch Lane        | 92746 | Active | 1,573.68  |

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|--|------------------------|--------|--------|-----------|
| 22600 Lester, Kenneth/Arguedas, Norma J    | 513 Cardinal Drive     | 92908  | Active | 3,425.13  |
| 22601 Santiago, Jose R                     | 501 Albatross Drive    | 93033  | Active | 4,941.08  |
| Donna Figaro                               | 403 Albatross Court    | 93084  | Active | 2,545.07  |
| 22603 Salgado, Alecky/ Salgado, Genoveva   | 472 Dove Drive         | 93416  | Active | 3,017.93  |
| 22604 Williams, Robert/ Darlene            | 481 Dove Drive         | 93459  | Active | 25.00     |
| 22605 Hanson, Phillip/ Blanch              | 422 Flamingo Court     | 93661  | Active | 2,523.40  |
| 22606 Coifin AH-Florida S, LLC             | 1014 Heron Court       | 93971  | Active | 707.42    |
| 22607 Sanchez, Pedro/ Marsela G            | 527 Finch Lane         | 94161  | Active | 2,425.24  |
| 22608 Knight, Sadie                        | 588 Finch Court        | 94269  | Active | 4,189.07  |
| 22609 Lewis, Doretha Anita                 | 547 Dove Court         | 94382  | Closed | 412.00    |
| 22610 Lewis, Doretha Anita                 | 549 Dove Court         | 94498  | Closed | 412.00    |
| Jacky St. Remy                             | 512 Dove Court         | 94536  | Active | 4,395.93  |
| 22612 Summers Sr, Benjamin M/ Tina M       | 770 Leonardo Court     | 94773  | Active | 2,774.62  |
| 22613 Santis, Javier                       | 123 Alcala Drive       | 94811  | Active | 3,749.51  |
| 22614 Olaverria, Peter R/ Elsie            | 737 Harland Court      | 94854  | Active | 2,412.27  |
| 22615 Barnett, James Markham/ Tina Marie   | 805 San Remo Court     | 94986  | Active | 1,474.43  |
| 22616 Valladares, Frances B                | 736 Harland Court      | 95117  | Active | 435.70    |
| 22618 Summers, Eric P/McNally, Shelly M    | 707 Harland Court      | 95613  | Active | 4,564.88  |
| 22620 Jarrett, Angella R                   | 734 Leonardo Court     | 95699  | Active | -         |
| 22621 Montes Jr, Wilfredo/Quinones, Angela | 704 Maderia Court      | 95818  | Active | 1,240.41  |
| 22622 Ambach, Gwendolyn S                  | 846 Mendoza Drive      | 95842  | Active | 12,029.64 |
| 22625 Parris, Dave/ Denise                 | 803 Alpine Court       | 96598  | Active | 2,462.27  |
| 22626 Sanchez, Filomena A                  | 801 Alpine Court       | 96601  | Active | -         |
| 22627 Kowlassar, Shanti                    | 805 Alpine Court       | 96784  | Active | 1,399.82  |
| 22628 Jordan, Marcella E/ Aaron            | 724 Leonardo Court     | 96946  | Active | 2,861.75  |
| 22629 Bernabe, Hipolito/ Gabriela          | 824 Alpine Court       | 97055  | Active | -         |
| 22632 Perez, Michael/Estrada, Eileen       | 705 Platypus Court     | 97683  | Active | 6,481.83  |
| 22633 Hussain, Sunita D/ Rayhad            | 325 Lauderdale Court   | 98582  | Active | 1,838.62  |
| 22634 Dixon, Andrea C/Williams, Amare S    | 304 Jacksonville Court | 98671  | Active | 1,332.00  |
| 22635 Russell, Michelle A/ Rose            | 10 Amalfi Way          | 99023  | Active | 2,923.74  |
| 22636 Leon, Walter L/Estrada, Mariv A      | 662 Brockton Drive     | 99710  | Active | 10,932.74 |
| 22637 McKeever, Peggy D                    | 105 Birmingham Drive   | 99724  | Active | 3,511.78  |
| 22639 Perry, Everton S                     | 651 Brockton Drive     | 100528 | Active | 3,511.88  |
| 22641 Quinones, Victor/ Carmen             | 843 Mendoza Drive      | 100676 | Active | 1,115.00  |
| 22642 Rosebrook, Eric/ Tracy               | 405 Rio Grande Lane    | 101168 | Active | 1,870.18  |
| 22644 Schumacher, Frederick                | 1204 Amazon Lane       | 105163 | Active | 1,535.70  |
| 22646 Rivera, Jorge                        | 618 Escondido Court    | 105376 | Active | 15,906.75 |
| 22647 Cruz, Felix/ Aida                    | 1017 Mayfair Place     | 105554 | Active | 1,138.26  |
| 22649 Small, Junior K A                    | 1001 Dorking Way       | 105635 | Active | 7,863.81  |
| 22650 Giammalva, Gloria/Rosales, Juan      | 924 Derbyshire Drive   | 105686 | Active | 1,616.24  |
| 22651 Hernandez, Andrubal                  | 115 Birmingham Drive   | 105708 | Active | 1,155.99  |
| 22652 Vasquez, Jeanette                    | 604 Swallow Court      | 105821 | Active | 2,762.20  |
| 22653 Smith, Sherita Y                     | 617 Raven Court        | 105890 | Active | 1,224.97  |
| 22654 Wonechan, Dajana M                   | 143 Crane Drive        | 106143 | Active | 1,344.08  |
| 22656 Mohle, Scott D/ Megan                | 603-A Boubili Lane     | 106402 | Active | 2,757.00  |
| 22657 Del Valle, Rafael                    | 722 Felicjan Court     | 106925 | Active | 5,011.87  |
| 22658 Moreno, Paul                         | 707 Onabule's Court    | 107174 | Active | 2,143.64  |
| 22659 King, Karlann M                      | 701 Wren Lane          | 107328 | Active | 1,377.95  |
| 22660 Babun, Garanda/ Mijdalah             | 405 Waxwing Court      | 107344 | Active | 1,159.64  |
| 22661 Eugene, Yanique                      | 540 Dove Court         | 107573 | Active | 2,131.06  |
| 22663 Cruz, Felix/ Virginia                | 406 Hamango Court      | 108006 | Active | 1,295.57  |
| 22665 Eldorado James, Inc                  | 437 Gaudet Court       | 108157 | Active | 2,898.45  |
| 22666 Lathropes Pearl Properties LLC       | 1017 Heron Court       | 108416 | Active | 2,268.58  |

|       |   |                       |        |        |          |
|-------|---|-----------------------|--------|--------|----------|
| 22667 | Colón, Luz L                              | 1417 Kissinmead Court | 108774 | Active | 506.40   |
| 22669 | Rivera, Berin S                           | 427 Albatross Court   | 108606 | Active | 2,805.10 |
| 22671 | Gonzalez Jr, Hector/ Luz                  | 556 Hummingbird Court | 109754 | Active | 2,821.23 |
| 22672 | Ruiz, Orlando/ Nilsa                      | 505 Hummingbird Court | 109843 | Active | 2,095.13 |
| 22674 | Diamond, Francis X                        | 543 Dove Court        | 109932 | Active | 2,326.77 |
| 22676 | Pryce, Monica/ Rudolph F                  | 420 Mallard Lane      | 110183 | Active | 1,041.67 |
| 22677 | Franco, Juan I/ L abreal, Mayra           | 401 Greenwich Court   | 110361 | Active | 1,838.48 |
| 22678 | Bernardo, Maria C                         | 1015 Coatbridge Drive | 110418 | Active | 5,437.71 |
| 22679 | Rios, Roy/ Maria                          | 360 Greenwich Court   | 110426 | Active | 2,509.50 |
| 22680 | Clarke, Elaine D                          | 104 Clyde Bank Place  | 110663 | Active | 4,405.26 |
| 22681 | Brown, Hugh/ Gertrude                     | 32 York Court         | 110841 | Active | 855.17   |
| 22682 | Gisel, Carmen Maria                       | 658 Madrid Drive      | 110876 | Active | 1,864.64 |
| 22683 | Obando, Roberto J/Vega, Ana C             | 119 Mariana Way       | 110914 | Active | 3,503.21 |
| 22684 | Ocean, Sylvester/ Pierrena H              | 1912 Michigan Court   | 110949 | Active | 1,854.24 |
| 22687 | Campuzano, Sandra Milena                  | 427 Danube Drive      | 111503 | Active | 3,429.16 |
| 22688 | Wolfrath, Cynthia                         | 439 Danube Drive      | 111597 | Active | 1,414.04 |
| 22690 | Woods, Snellie/ Melanie<br>Roberto Valero | 1435 Swift Court      | 112739 | Active | 3,734.41 |
|       |   | 348 Edgewood Ct       | 113204 | Active | 137.00   |
| 22693 | Pastrana, Wanda                           | 716 Wombat Way        | 113440 | Active | 1,467.96 |
| 22694 | Kleiber Hibbert, Corita                   | 732 Fisher Drive      | 113522 | Active | 3,255.01 |
| 22695 | Wu, Uan Hoo                               | 520 Koala Court       | 113549 | Active | 1,406.23 |
| 22696 | Rogewitz, Joseph O/Rudledge, Amanda       | 564 Dromedary Court   | 113611 | Active | 2,117.38 |
| 22697 | Sewna, no. Gopal                          | 336 Shad Way          | 114545 | Active | 2,621.10 |
| 22698 | Garcia, Arday/ Mack Davis                 | 7 Inconnu Drive       | 115266 | Active | 1,392.37 |
| 22699 | Casanova, Diana/ Miguel                   | 1962 Sawfish Drive    | 115371 | Active | 15.00    |
| 22700 | Show, Natalie                             | 207 Snapper Place     | 115649 | Active | 1,493.90 |
| 22701 | Kalbenheyer, Tammi A                      | 191 Conch Drive       | 115967 | Active | 3,497.41 |
| 22702 | Gregory, Alex J                           | 160 Conch Drive       | 116017 | Active | 4,708.73 |
| 22704 | Carnegie, Heather                         | 615 Raven Court       | 117617 | Active | 1,420.27 |
| 22706 | Ramos, Frankie                            | 629 Crane Drive       | 117757 | Active | 4,567.25 |
| 22707 | Cruz Rivera, Martin                       | 1108 Partridge Way    | 118036 | Active | 1,602.00 |
| 22709 | Florez, Zena/Guzman, Marvin               | 462 Lark Court        | 118523 | Active | 4,625.96 |
| 22710 | Lopez, Hector/Santiago, Stephanie         | 314 Dogfish Court     | 119050 | Active | 2,545.55 |
| 22714 | Uma, Freddy/ Uma, Migue                   | 701 Del Prado Drive   | 119512 | Active | 4,737.08 |
|       | Arriaga, Rafael A                         | 457 Short Drive       | 119805 | Closed | 691.00   |
| 22716 | Ragazzino, Augustine D/ Katherine R       | 651 N Del Monte Court | 119938 | Active | 3,417.60 |
| 22717 | Russell, Bonnie Mae                       | 221 Cranbrook Drive   | 120154 | Active | 2,128.92 |
| 22718 | Rodriguez, Orlando W                      | 110 Bianca Court      | 120219 | Active | 4,078.76 |
| 22719 | Wilson, Lance G                           | 820 Glastonbury Drive | 120413 | Active | 1,391.19 |
| 22720 | Patterson, Arlene J/ David                | 929 Cambridge Court   | 120464 | Active | 2,334.73 |
| 22721 | Martinez, Jose M.                         | 366 Chelmsford Court  | 120529 | Active | 3,458.35 |
| 22722 | Velazquez, Henry/ Carolina                | 364 Chelmsford Court  | 120537 | Active | 4,438.92 |
| 22725 | Taylor, Carolyn/ Dwaine J                 | 201 Cheshire Court    | 120771 | Active | 1,342.00 |
| 22726 | Beard, Joel                               | 229 Banbury Place     | 120774 | Active | 4,713.90 |
| 22727 | Simon's, Lionel/Raymond, Mona             | 46 York Court         | 120871 | Active | 1,398.33 |
| 22728 | Blanchard, Liz A                          | 516 Grade Court       | 121002 | Active | 1,756.81 |
| 22729 | Alagaban, Lolita B                        | 1139 Doncaster Court  | 121126 | Active | 4,562.00 |
| 22730 | Beltran, Yvette                           | 1013 Dartmoor Place   | 121177 | Active | 2,466.19 |
| 22731 | Hunt, Cassandra/ Giedan                   | 816 Savana Place      | 121266 | Active | 935.29   |
| 22733 | Watson, Martin                            | 1331 Dunbarton Court  | 121924 | Active | 1,114.41 |
| 22736 | Arjuna, Nathaniel/Julen, Lisa F           | 114 Barrington Drive  | 122025 | Active | 1,342.06 |
| 22738 | Ortiz, Maximiliano/Jurison, Leslie        | 328 Chiquita Court    | 122234 | Active | 4,471.41 |
| 22741 | Ramos, Frankie                            | 118 San Benito Way    | 122408 | Active | 4,853.41 |

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|---|-----------------------|--------|--------|-----------|
| 22741 Burgos, Jesus/Vazquez, Carmen E   | 431 Cart Court        | 122475 | Active | 712.19    |
| 22743 Cleopatra K. Rose                 | 747 Harland Court     | 122637 | Active | 2,100.89  |
| 22744 Reyes, William/ Ana               | 702 Maderia Court     | 122688 | Active | 35.00     |
| 22745 Rommel, Kenneth C/ Joyce A        | 748 Maderia Court     | 122734 | Active | 1,500.97  |
| 22746 Blanchard, Patrick L              | 502 Imperial Place    | 122947 | Active | 1,837.50  |
| 22747 Marrero, Elena                    | 11 Dolken Court       | 123048 | Active | 7,029.57  |
| 22751 Perez, Jose/ Sonia                | 425 Long Drive        | 124095 | Active | 4,264.70  |
| 22753 Sturm, Maria                      | 830 Valnera Court     | 124397 | Active | 2,802.51  |
| 22755 Wilcox, Arthur J/Zamora, Jennifer | 209 Canterbury Court  | 124524 | Active | 4,268.04  |
| 22756 Bracero, Carinent M/Perez, Noel   | 943 Stockport Drive   | 124575 | Active | 1,059.20  |
| 22758 Valle, Jose R/ Belmarie           | 16 Peterlee Court     | 124672 | Active | 7,326.70  |
| 22759 Rampersad, Rajendra               | 808 Wakefield Way     | 124737 | Active | 3,155.95  |
| 22760 Sotolongo, Stacy Azia             | 410 Greenwich Court   | 124923 | Active | 2,010.00  |
| 22761 Rowe, Maynard C/ Diane            | 377 Chelmsford Court  | 125091 | Active | 1,521.41  |
| 22762 Lozano, Godofredo/Matos, Myrna    | 317 Marquee Drive     | 125105 | Active | 3,446.15  |
| 22764 Estrada, Leonor                   | 106 Newham Way        | 125377 | Active | 1,262.71  |
| 22765 Shore, Joseph M                   | 1137 Doncaster Court  | 125423 | Active | 2,102.22  |
| 22766 Taylor, Edward J/ Margaret E      | 943 Van Loon Court    | 125474 | Active | 2,242.85  |
| 22767 Haneiph, Gloria M                 | 210 Bedford Drive     | 125555 | Active | 14,865.39 |
| 22768 Rodriguez, Julian                 | 1315 Dover Drive      | 125598 | Closed | *         |
| 22769 James, Zaice H/Pineua, Mirella G  | 1317 Dover Drive      | 125601 | Active | 1,396.09  |
| 22770 Dempster, Duerett/Matthews, Viola | 50 Bolton Court       | 125652 | Active | 6,298.51  |
| 22771 Monsanto, Roberta L               | 154 Blarcliff Drive   | 125679 | Active | 1,765.83  |
| 22772 Pasquin, Matthew F/ Vickie R      | 28 York Court         | 125822 | Active | 1,018.70  |
| 22773 Hsbc Bank Usa, Na                 | 135 Spoonbill Court   | 126179 | Active | 1,376.31  |
| 22774 Merced, Milagros                  | 713 Bluebill Place    | 128317 | Active | 4,768.97  |
| 22776 Rosa-Vazquez, Maria A             | 504 Kingfisher Drive  | 128585 | Active | 1,852.38  |
| 22783 Tirado, Freddy                    | 201 Spoonbill Lane    | 129925 | Active | 4,463.50  |
| 22785 Del Socorro Viera, Maria          | 555 Finch Court       | 130826 | Active | 1,188.49  |
| 22786 Hernandez, Hector                 | 544 Cardinal Drive    | 130893 | Active | 2,880.18  |
| 22788 Soto, Jorge/ Luz M                | 443 Magpie Court      | 131032 | Active | 689.11    |
| 22792 Fraticelli, Nicole C/ Joel        | 915 Derbyshire Drive  | 132179 | Active | 1,562.25  |
| 22793 Arce, Noel/ Arce, Herminia        | 141 Briancliff Drive  | 132373 | Active | 335.62    |
| 22794 Hall, Loyd/ Lorraine              | 1449 Orlando Court    | 132853 | Active | 3,216.39  |
| 22796 Melon, Gloria/Acevedo, Mariano    | 456 Eagle Drive       | 133191 | Active | 2,615.25  |
| 22797 Cardero, Alier/ Concepcion        | 457 Flamingo Court    | 133205 | Active | 2,121.35  |
| 22798 Fort, Naomi/ Luis                 | 1727 Pompano Drive    | 133361 | Active | 7,310.01  |
| 22799 Enns, Arlinda                     | 110 Malavera Lane     | 133795 | Active | 3,097.00  |
| 22800 Piper, Reuben V                   | 257 Magellan Drive    | 133809 | Active | 2,157.03  |
| 22801 Lott, Katherine J                 | 834 E Flag Lane       | 133922 | Active | 1,288.01  |
| 22802 Springer, Oswald L/ Ruth F        | 725 Car bou Drive     | 133949 | Active | 1,373.04  |
| 22803 Hanssard, James/ Joanne           | 715 E Tournament Lane | 133981 | Active | 1,858.43  |
| 22804 Maniguel, Vijay P/ Sylvia K       | 918 Delano Court      | 134244 | Active | 1,275.48  |
| 22805 Ramos, Lillian M                  | 216 Magellan Drive    | 134252 | Active | 6,362.76  |
| 22807 Campos, Carmen G/ Campo, Juan     | 702 Hamster Way       | 134375 | Active | 1,528.91  |
| 22808 Joseph, Andree M/ Remualdo        | 267 Cranbrook Drive   | 134445 | Active | 1,413.74  |
| 22809 Life Partnership Investment Group | 718 Yucatan Court     | 134473 | Active | 8,154.10  |
| 22810 Santos, Tadashi N                 | 514 Bar Drive         | 134554 | Active | 994.70    |
| 22811 Adamek, Linda J                   | 502 Midiron Drive     | 134708 | Active | 2,805.67  |
| 22812 Jellison, Wilbur/ Margarita       | 502 Glade Court       | 134716 | Active | 1,343.00  |
| 22814 Lopez, Edgardo/Guinan, Carmen     | 635 Dromedary Court   | 135042 | Active | 1,842.32  |
| 22817 Federal National Mortgage Assn    | 206 Canterbury Court  | 135354 | Active | 1,843.91  |
| 22818 Chevalier, Joseph F               | 925 Stockport Drive   | 135499 | Active | 2,134.90  |



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|---|-------------------------|--------|--------|-----------|
| 22819 Erskine, George A/ Barbara            | 1047 Barrington Court   | 135496 | Active | 2,838.81  |
| 22820 Puryear, Desiree/ Ronald              | 806 Oglethorpe Court    | 135518 | Active | 3,815.09  |
| 22822 Rosado, Hilda M/ Manuel               | 113 Dundee Lane         | 135755 | Active | 1,613.94  |
| 22823 Duran Qteira, Wladimir/ Duran, Carlos | 228 Tiffany Court       | 135968 | Active | 2,801.02  |
| 22824 Hines, Gary/ Toliver, Sheryl G        | 145 Barrington Drive    | 136026 | Active | 1,797.67  |
| 22825 Thompson, Jerome                      | 735 Del Rio Way         | 136239 | Active | 2,893.65  |
| 22826 Lott, Carmer                          | 318 Edgewood Court      | 136506 | Active | 3,093.58  |
| 22827 Claude, Prinston Jean/ Edwige Jean    | 408 Flamingo Court      | 136638 | Active | 4,556.05  |
| 22828 Rosario, Luis M/ Barbara L            | 120 Flatfish Court      | 137197 | Active | 4,648.09  |
| 22830 Arce, Priscilla/ Pinello, Anibal      | 205 Dogfish Lane        | 137308 | Active | 2,784.78  |
| 22831 Vega, Fidel/ Abigail                  | 209 Dogfish Lane        | 137324 | Active | 1,796.44  |
| 22832 Pryce, Thomas T                       | 1910 Manatee Drive      | 137596 | Active | 2,897.72  |
| 22834 Vos, Brian D/ Suzanne                 | 776 Del Prado Drive     | 138177 | Active | 1,452.93  |
| 22835 Ruffino, Mary                         | 828 Valnera Court       | 138312 | Active | 20,510.10 |
| 22836 Smallwood, Rodney D                   | 1939 Myakka Court       | 138398 | Active | 1,934.39  |
| 22837 Toups, Heather J                      | 314 Gardenia Court      | 140503 | Active | 2,653.53  |
| 22839 Foggia, Jack C                        | 215 Chadworth Drive     | 144088 | Active | 2,821.45  |
| 22840 Weston, Michael                       | 604 Antelope Lane       | 144126 | Active | 3,144.64  |
| 22841 Kandhal, Rajesh/ Darsan, Nateza       | 404 Cocoa Court         | 144169 | Active | 1,482.68  |
| 22842 Cepeda, Rosendo/ Marta                | 313 Jacksonville Court  | 144274 | Active | 1,713.92  |
| 22843 Williams Jr, Theodore/ Vera L         | 7 Amalfi Way            | 144452 | Active | 2,947.76  |
| 22844 Thomas, Marilyn J                     | 2611 Salina Way         | 144622 | Active | 545.00    |
| 22846 Gotts, Ronda                          | 2714 Downing Drive      | 145076 | Active | 2,830.56  |
| 22847 Schultz, Shirley A                    | 2634 McDaniel Drive     | 145327 | Active | 1,088.12  |
| 22849 Bertrand, Martha Y                    | 825 San Pedro Court     | 145998 | Active | 2,266.09  |
| 22850 Caballero, Grace S                    | 322 Caldwell Way        | 146048 | Active | 4,467.42  |
| 22852 Kraft, Art/ Michelle                  | 905 Naples Way          | 146218 | Active | 2,310.62  |
| 22855 Delien, Alide D                       | 1849 Manitoba Court     | 147303 | Active | 2,326.17  |
| 22856 Quintero, Hugo A                      | 1420 Kissimmee Court    | 148636 | Active | 1,287.81  |
| 22857 Martinez, Angel                       | 362 Erie Court          | 148903 | Active | 3,447.00  |
| 22858 Bonilla, Lourdes J                    | 906 Gloucester Court    | 149527 | Active | 2,895.96  |
| 22859 Maldonado, Ivan                       | 306 Chelmsford Court    | 149549 | Active | 2,226.16  |
| 22860 Chandler, Brenda/ Oliver              | 1104 Chesterfield Court | 149586 | Active | 1,222.76  |
| 22861 Davila, Nilsa/ Delgado, Carlos        | 202 Churchil Court      | 149608 | Active | 4,838.87  |
| 22863 Nieves, Javier/ Arroyo, Lourdes M     | 201 Bromwich Drive      | 149721 | Active | 1,401.14  |
| 22865 Lelse, William/ Lois                  | 752 Caribou Drive       | 150088 | Active | 2,891.14  |
| 22866 Tirado, Freddy                        | 205 Spoonbill Lane      | 150126 | Active | 3,174.37  |
| 22867 Henry, Ronald/ Jillith                | 408 Jay Court           | 150231 | Active | 1,661.99  |
| 22868 Viera Febres, Raimonita               | 15 Herring Court        | 151106 | Active | 693.50    |
| 22869 Barton, Holly Joanne                  | 302 Erie Court          | 151335 | Active | 1,405.50  |
| 22870 Scott, Jay                            | 635 Bayport Drive       | 151028 | Active | 2,599.34  |
| 22872 Agosto, Carmen/ Nelida                | 1003 Coathbridge Drive  | 153152 | Active | 1,014.06  |
| 22873 Ebron, Anthony T                      | 317 Chelmsford Court    | 153273 | Active | 1,531.57  |
| 22874 Byerly, Dennis E/ Terri A             | 11 Colrain Way          | 153559 | Active | 2,122.94  |
| 22875 Senfeli, Adam J                       | 1124 Chichester Court   | 153664 | Active | 1,791.14  |
| 22876 Knight, Fareed A                      | 123 Carlisle Court      | 153672 | Active | 1,392.51  |
| 22878 Curry, Alexis/ Tina                   | 270 Rantunda Drive      | 153753 | Active | 1,902.70  |
| 22879 Cole, Lois A                          | 2714 Cranmoor Drive     | 153834 | Active | 4,270.04  |
| 22880 Adams, Dexter L                       | 817 Savona Place        | 153869 | Closed | 10.00     |
| 22881 Brewer, Shanna/ Ricky L               | 635 McKinley Court      | 153885 | Active | 2,846.41  |
| 22882 Desangles, Simon/ Cruz, Frederys      | 318 Bayport Drive       | 153931 | Active | 1,475.06  |
| 22883 Robinson, Mark/ Alaina                | 610 Brockton Drive      | 154032 | Active |           |
| 22884 Santana, Julie                        | 647 Brockton Drive      | 154059 | Active | 2,113.36  |

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|--|--------------------------|--------|--------|-----------|
| 22885 Rios, Luz M                        | 612 Fisher Court         | 155829 | Active | 2,335.34  |
| 22886 Mondon, David                      | 304 Dagama Court         | 156752 | Active | 2,310.20  |
| 22887 Jimenez, Maximo/ Odemaris          | 251 Cranbrook Drive      | 156809 | Active | 3,407.29  |
| 22888 Garcia, Hector L/Mercado, Carmen L | 100 San Benito Way       | 156825 | Active | 3,622.57  |
| 22889 Santillanes, Consuelo              | 1015 Deddington Place    | 157752 | Closed | 885.00    |
| 22890 Pizzo, Martin/ Elizabeth           | 114 Carlisle Court       | 157917 | Active | 3,459.80  |
| 22893 Scott, Melsha/ Vivian              | 78 Bolton Court          | 157929 | Active | 6,510.89  |
| 22894 Wallace, Johnny C                  | 617 Bayport Drive        | 157961 | Closed | 600.00    |
| 22895 Dufey, Dan/ Leigh Ann              | 669 Deauville Court      | 157988 | Active | 2,125.68  |
| 22896 Martin, Kenneth G                  | 618 Yak Court            | 158178 | Active | 1,867.81  |
| 22897 Cruz, Gretchen/Ducos, Anthony      | 309 Salmon Court         | 159212 | Active | 1,404.08  |
| 22898 Healy, Robert J/ Paula A           | 1857 Snapper Drive       | 159328 | Active | 4,714.13  |
| 22899 Aldebolt, Bertha/Rodriguez, Luis   | 529 Bar Drive            | 159557 | Active | 1,479.92  |
| 22900 Suarez, Marcos                     | 670 Deauville Court      | 159565 | Active | 1,164.06  |
| 22901 Helmenin, William I                | 766 Del Prado Drive      | 159503 | Active | 4,576.03  |
| 22902 Pitter, Ruth L/ Osbourne L         | 503 Lakeview Court       | 160172 | Active | 2,029.93  |
| 22904 Garcia, Ivan/Perez, Doris          | 316 Clearwater Lane      | 161306 | Active | 4,443.08  |
| 22905 Bosque, Jorge                      | 204 Great Yarmouth Court | 161578 | Active | 670.66    |
| 22906 Leandre, Pierre J/ Verona          | 242 Grifford Drive       | 161586 | Active | 1,823.86  |
| 22907 Morales, Javier/Flores, Genise     | 239 Grifford Drive       | 161594 | Active | 4,446.89  |
| 22911 Singh, Barbara/ Randell            | 136 Birmingham Drive     | 162248 | Active | 1,737.18  |
| 22912 Maureen A. Self                    | 146 Birmingham Drive     | 162256 | Active | 1,347.00  |
| 22913 Turner, Edward K/Cervantez, Ruby A | 59 York Court            | 162264 | Active | 1,525.64  |
| 22914 DeJin, Magaly                      | 362 Colony Court         | 162507 | Active | 287.00    |
| 22917 Medina, Olga A                     | 822 Valiera Court        | 162655 | Active | 2,197.00  |
| 22919 Hart, Haslina                      | 405 Flamingo Court       | 162914 | Active | (14.45)   |
| 22920 Presendieu, Elvira                 | 924 Halifax Drive        | 164127 | Active | 4,501.29  |
| 22921 Jorge, Humberto                    | 930 Halifax Drive        | 164135 | Active | 2,141.26  |
| 22923 Colon, Cristobal                   | 817 Adour Drive          | 164224 | Active | 1,215.92  |
| 22924 Walker, Barrington/ Marcia         | 900 Cherbourg Way        | 164461 | Active | 1,590.94  |
| 22925 Elias, Marco/ Asuncion P           | 806 Carroussel Lane      | 164496 | Active | 4,577.39  |
| 22926 Baez, Vilma                        | 1125 Normandy Drive      | 164704 | Active | 1,543.47  |
| 22927 Quiles, Denise A                   | 1107 Orne Court          | 164747 | Active | 1,674.90  |
| 22928 Smith, Jacint                      | 1110 St Michel Way       | 164763 | Active | 2,870.78  |
| 22929 Mohammed, Muna                     | 1160 Perpignan Court     | 164771 | Active | 1,795.68  |
| 22930 Mejias, Smirna                     | 1145 Perpignan Court     | 164836 | Active | 1,122.59  |
| Rodriguez, Bel'ige Ramos/Ramos, Virgi    | 1117 Roan Ct             | 164844 | Active | 2,169.00  |
| 22933 Rahji, Rasheed                     | 324 Bactarat Court       | 165158 | Active | 4,740.05  |
| 22934 Allen, Shelly                      | 306 Clermont Drive       | 165298 | Active | 3,371.06  |
| 22936 Vida, Jan K                        | 815 Marquis Court        | 165573 | Active | 4,563.47  |
| 22939 Rodriguez, Michel A                | 921 Nancy Court          | 165751 | Active | 3,945.52  |
| 22940 Reyes, Fulgardo J/ Anna R          | 503 Jura Lane            | 165808 | Active | 10,540.46 |
| 22942 Melara, Jorge/ Beatriz             | 866 Massy Court          | 165843 | Active | 1,163.51  |
| 22943 Bradley, Lavona/ Register, Victor  | 857 Massy Court          | 165905 | Active | 1,613.09  |
| 22945 Silva, Hector/ Mayra A             | 732 Paris Drive          | 166065 | Active | 2,583.41  |
| 22947 Loos, Natalie A                    | 1129 Lavour Court        | 166243 | Active | 1,893.18  |
| 22948 Hammond, Andrew D                  | 1115 Munster Court       | 166251 | Active | 2,155.23  |
| 22949 Maldonado, Ephraim Morales, Ibel   | 1003 Morvan Lane         | 166296 | Active | 3,451.63  |
| 22950 Foster, Donald J/ Gale L           | 219 Magellan Drive       | 166677 | Active | 4,973.95  |
| 22951 Mc Carthy, Norman/ Detina          | 675 Madrid Drive         | 167037 | Active | 5,562.04  |
| 22952 Hernandez, Luis/ Jonny             | 1140 Crane Court         | 167061 | Active | 100.00    |
| 22953 Gonzalez, Angel                    | 955 Nancy Court          | 167152 | Active | 1,089.45  |
| 22956 Kusado, Nueclasy Carmen C          | 854 Tarnes Drive         | 167527 | Active | 3,270.71  |

|   |                        |        |        |           |
|---|------------------------|--------|--------|-----------|
| 22957 Minjue, Shaznai O                         | 705 Toulon Drive       | 167649 | Active | 7.50      |
| 22958 Jones, Tammy A                            | 1107 Roan Court        | 167681 | Active | 3,455.09  |
| 22959 Rivera, Cynthia                           | 705 Paris Drive        | 167975 | Active | 5,530.30  |
| 22960 Wright Jr, Alex L/ Wanda<br>Pedro Casiano | 920 Nancy Court        | 168009 | Active | 3,257.29  |
| 22961 Orellana, Milvia L/Accattino, Luis F      | 1153 Perphnan Court    | 168171 | Active | 3,380.08  |
| 22962 Rodriguez, Raymond/Garcia, Maria          | 707 Paris Drive        | 168378 | Active | 3,048.72  |
| 22963 Seibert, Frank J                          | 909 Alsace Drive       | 168386 | Active | 2,213.54  |
| 22964 Sukhran, Sharline                         | 821 Francenville Court | 168424 | Active | 3,649.75  |
| 22965 Hoffman, Morgan J/ Christina M            | 861 Ognon Court        | 168475 | Active | 4,418.24  |
| 22966 Rivera, Luis/Quinones, Sandra             | 887 Adour Drive        | 168513 | Active | 3,175.97  |
| 22967 Velez, Rafael/ Maria                      | 843 Adour Drive        | 168548 | Active | 1,150.52  |
| 22968 Monexant, Pierre A/Pierre, Yvette         | 908 S Rennes Court     | 168777 | Active | 1,301.63  |
| 22969 Williams, Tony Anthony/ Valencia D        | 1141 Orne Court        | 168874 | Active | 1,771.50  |
| 22970 Myers, Corey A/ Jeanline                  | 564 Bar Drive          | 168934 | Active | 4,061.64  |
| 22971 Smith, Christopher W/ Gem M               | 116 Bianca Court       | 169005 | Closed | 393.72    |
| Elba Serrano                                    | 720 Leonardo Court     | 169242 | Active | 1,591.58  |
| 22972 Lopez, Marcus/ Damaris                    | 267 Chadworth Drive    | 169277 | Active | 1,256.00  |
| 22973 Darsan, Nareta/Kandhal, Rajesh            | 765 Leonardo Court     | 169307 | Active | 2,872.60  |
| 22974 Spencer, Mary Jo/Bobbie, Mary             | 662 Royalty Court      | 169323 | Active | 1,459.82  |
| 22975 Ashley, Dawn                              | 802 Cardinal Way       | 170291 | Active | 727.00    |
| 22976 Schurick, William/ Mary Ann               | 301 Salmon Court       | 170534 | Active | 2,321.56  |
| 22977 Toledo Diaz, Juan Manuel Estate Of        | 419 Allspice Court     | 171689 | Active | 1,558.04  |
| 22978 Tinson, Nicole                            | 863 Adour Drive        | 171913 | Active | 3,232.97  |
| 22979 Martinez-Padilla Maria                    | 921 Alsace Drive       | 172174 | Active | 4,480.66  |
| 22980 Rojas, Katty J                            | 821 Blanc Court        | 172545 | Active | 886.01    |
| Berenice John                                   | 809 Cabaret Court      | 172642 | Active | 1,476.84  |
| 22981 Cantave, Claudette/ Elie                  | 845 Francenville Court | 172774 | Active | 1,790.71  |
| 22982 Lopez, Jorge R/ Amy R                     | 833 Francenville Court | 172782 | Active | 1,106.01  |
| 22983 Chavez, Jorge/ Rosemary                   | 815 Jarnac Drive       | 172804 | Active | 697.77    |
| 22984 Parada, Irma                              | 948 Gascony Court      | 172871 | Active | 2,295.37  |
| 22985 Aguinaga, Sofia M                         | 957 Louvre Court       | 172995 | Active | 1,716.87  |
| 22986 Lugo, Miguel/ Esther                      | 1012 Canopy Drive      | 173126 | Active | 1,476.00  |
| 22987 Nunez, Evaristo                           | 1012 Mardi Gras Drive  | 173147 | Active | 1,347.32  |
| 23000 Feliciano, Mario/ Dina                    | 868 Jarnac Drive       | 173223 | Active | 1,592.00  |
| 23002 Santiago, Luis H                          | 809 Massy Court        | 173304 | Active | 3,510.59  |
| 23003 Molina, Jose A/Collado, Magdalena         | 840 Ognon Court        | 173364 | Active | 4,307.80  |
| 23004 Rivera, Rafael A                          | 916 Picardy Drive      | 173416 | Active | 1,801.10  |
| 23005 Gotsdorn, Fissell                         | 918 Picardy Drive      | 173444 | Active | 4,708.93  |
| 23006 Mandel, Isaac/ Sarah                      | 711 Palaiseau Court    | 173487 | Active | 3,392.97  |
| 23007 Rosario, Ramon L                          | 716 Versailles Lane    | 173614 | Active | 3,451.15  |
| 23008 Outat, Rodney                             | 1136 Normandy Drive    | 173746 | Active | 1,381.67  |
| 23009 Paulino, Jose R/Camacho, Migdalia         | 606 Notre Dame Way     | 173789 | Active | 1,468.40  |
| 23010 Acevedo, Kenaz/ Yalimar                   | 1005 Puget Lane        | 173854 | Active | 9,679.90  |
| 23013 Back, Carlton                             | 1102 St Michel Way     | 173967 | Active | 713.60    |
| 23015 Figueroa, Carlos                          | 1147 Roan Court        | 174052 | Active | 11,771.44 |
| 23016 Morales, Ramona                           | 744 Pelican Court      | 174416 | Active | 2,281.92  |
| 23020 Canigua, Tufino/ Gladys                   | 815 Adour Drive        | 175242 | Active | 341.73    |
| 23023 Rughlind, Frank L                         | 404 Martignas Drive    | 175714 | Active | 1,014.50  |
| 23024 Sierra, Paul/ Betsy                       | 810 Francenville Court | 176249 | Active | 0,891.80  |
| 23026 McCarthy, John E/ Maureen                 | 847 Francenville Court | 176303 | Active | 1,474.03  |
| 23027 Perez, Kelly/ Justo                       | 959 Gascony Court      | 176419 | Active | 4,580.48  |
| 23028 Macias, Alejandro/ Darlene                | 1115 Lavour Court      | 176605 | Active | 11,847.00 |
|   | 802 Jarnac Drive       | 176788 | Active | 815.17    |

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|--|-----------------------|--------|--------|-----------|
| 23030 Miranda, Saul/Salgado, Virgen Z    | 822 Ognon Court       | 176974 | Active | 11,764.79 |
| 23031 Soto, Rafael/Santiago, Nancy       | 852 Ognon Court       | 175987 | Active | 2,725.41  |
| 23032 Compero, Frandelline               | 1156 Rdan Court       | 177512 | Active | 3,147.94  |
| 23033 Jaworski, Kendra M/Wildgoose, Paul | 1150 St Tropez Court  | 177538 | Active | 3,812.59  |
| 23034 Hopkins, Dignora                   | 1157 St Tropez Court  | 177601 | Active | 1,597.00  |
| 23035 Soto, Reina M                      | 724 Toulon Drive      | 177644 | Active | 1,465.86  |
| 23036 Nunez, Domingo A/ Agueda           | 1115 St Tropez Court  | 177811 | Active | 1,818.63  |
| 23039 Walsh, Richard E/ Karen A          | 837 Alpine Court      | 178276 | Active | 3,851.51  |
| 23040 Cofinlotis, Linda                  | 839 Alpine Court      | 178284 | Active | 6,702.41  |
| 23041 Sanchez, Roberta A                 | 814 Marquis Court     | 178578 | Active | 4,425.46  |
| 23043 Gladney, Reuben R/ Tammy L         | 1108 St Michel Way    | 178721 | Active | 1,400.54  |
| 23044 Figueroa Santos, Ivan              | 1014 Dampierre Court  | 178896 | Active | 3,769.46  |
| 23045 Montanez, Leoncio/ Barbara         | 959 Alsace Drive      | 178934 | Active | 1,120.83  |
| 23046 Alexis, Germa Fontus/ Antoine L    | 915 Cannes Drive      | 179043 | Active | 307.00    |
| 23047 Skerret, William/ Brenda           | 909 Nancy Court       | 179051 | Active | 6,352.27  |
| 23049 Sanchez, Lorena/ Ricardo           | 1119 Orne Court       | 179183 | Active | 1,221.13  |
| 23050 Ramos, Israel                      | 948 Gascony Court     | 179418 | Active | 1,560.57  |
| 23054 Martinez, Lucas A/ Amy             | 737 Pincon Lane       | 179612 | Active | 1,848.31  |
| 23055 Back, Kevin                        | 1111 Ryan Court       | 179728 | Active | 3,017.02  |
| 23057 Fiddle, Carol                      | 803 Ognon Court       | 179914 | Active | 6,628.96  |
| 23058 Vazquez, Armando T                 | 917 Nancy Court       | 180149 | Active | 4,783.07  |
| 23060 Estavez Allen, Mahandy             | 804 Oglethorpe Court  | 180408 | Active | 6,174.47  |
| 23061 Melendez, Francisca V/ Eduardo J   | 214 Cheshire Court    | 180556 | Active | 1,404.61  |
| 23062 Botello, Genyareth                 | 1231 Apopka Lane      | 180912 | Active | 1,472.50  |
| 23063 Santana, Hector Cruz/ Mireyka      | 643 Raven Court       | 181234 | Active | 1,444.50  |
| 23064 Ortega, Jose R/Rios, Gladys M      | 602 Dunlin Lane       | 181269 | Active | 1,207.00  |
| 23066 Oulgar, Melih                      | 442 Flamingo Court    | 181889 | Active | 2,852.72  |
| 23068 Silva, Oscar                       | 806 Ognon Court       | 182214 | Active | 298.17    |
| 23070 Henry, Joseph                      | 330 Chelmsford Court  | 182451 | Active | 2,315.74  |
| 23071 Liberos, Diego                     | 638 Fresno Court      | 182567 | Active | 1,025.50  |
| 23073 Simeon, Bredy                      | 808 Cabaret Court     | 183109 | Active | 5,258.03  |
| 23074 Moodie, Solomon                    | 837 Jarnac Drive      | 183202 | Active | 3,681.13  |
| 23075 Miranda, Emereriano                | 1101 Normandy Drive   | 183229 | Active | 565.59    |
| 23077 Palsival, GERALDA                  | 1118 Chichester Court | 183504 | Active | 2,726.72  |
| 23078 Skelton, Carol                     | 913 Delano Court      | 183555 | Active | 11.00     |
| 23079 Wiggins, Antonio W/ Allison        | 911 Delano Court      | 183873 | Active | 2,983.12  |
| 23080 Smith, John C                      | 847 Adour Drive       | 183881 | Active | 12,005.03 |
| 23081 Colon, Migdalla                    | 250 Canterbury Court  | 184004 | Active | 4,117.10  |
| 23082 Aime, Andre Fils                   | 1177 Cambourne Drive  | 184411 | Active | 2,891.41  |
| 23083 Mejia, Felix/ Juanita              | 8 Dorset Drive        | 184632 | Active | 11,850.29 |
| 23084 Carter, Lermone L/ Barbara V       | 291 Nicholas Court    | 184705 | Active | 2,656.30  |
| 23085 Durand Jr, Donald E                | 1080 Dampierre Court  | 185094 | Active |           |
| Carlos Rodriguez                         | 1117 Murat Place      | 185264 | Active | 2,148.24  |
| 23087 Sterling, Cleveland (estate of)    | 905 San Marco Drive   | 185809 | Active | 3,285.14  |
| 23088 Burke, Maurice                     | 601 Herald Court      | 185841 | Active | 2,780.32  |
| 23090 Pina, Connie                       | 436 Eagle Drive       | 186582 | Active | 3,177.16  |
| 23091 Botchen, John G/ Dawn Marie        | 405 Anise Lane        | 186732 | Active | 2,553.24  |
| 23092 Gonzalez, Leopoldo/Merced, Laura   | 631 Robin Lane        | 187232 | Active | 17,164.01 |
| 23093 Rodriguez, Cecilio/Larav, Carmen P | 814 Halifax Drive     | 187429 | Active | 1,594.24  |
| 23094 Apostol, Ramon S/Abraham, Ana E    | 811 Halifax Drive     | 187577 | Active | 4,665.03  |
| 23095 Gonzalez, Evelyn                   | 1146 Camacorne Drive  | 187873 | Active | 4,702.74  |
| 23097 Sansone, Michael P/ Jennifer       | 611 Deauville Court   | 188433 | Active | 1,110.25  |
| 23098 Linton, Tanisha                    | 313 Enony Court       | 182604 | Active | 4,246.21  |

|   |                         |        |        |           |
|---|-------------------------|--------|--------|-----------|
| 23099 Pulliam, Angela A                   | 632 San Pedro Court     | 188891 | Active | 4,480.00  |
| 23100 Rivera, Cecilio/Ramos, Magaly       | 39 Cordona Drive        | 189162 | Active | 2,302.24  |
| 23101 Tulloch, Vincent E                  | 630 Heraldo Court       | 189324 | Active | 2,773.73  |
| 23102 Bryan, Ilshema                      | 624 Heraldo Court       | 189332 | Active | 2,435.63  |
| 23103 Ocasio, Ramon                       | 434 Jay Court           | 190659 | Active | 2,893.18  |
| 23104 Morano, Marco T                     | 644 Fresno Court        | 191175 | Active | 2,556.14  |
| 23105 Martinez, Mercedes                  | 111 Spoonbills Court    | 191876 | Active | 2,661.40  |
| 23106 Phillips, Marie Y                   | 411 Cardinal Court      | 192279 | Active | 678.50    |
| 23107 Ortega, Lucio T                     | 903 Gateshead Court     | 194174 | Active | 1,406.53  |
| 23110 Johnson Span, Amanda                | 1910 Snapper Drive      | 196894 | Active | 1,451.05  |
| 23111 Karol, Albert                       | 43 Bradford Court       | 197114 | Active | 1,768.56  |
| 23114 Maldonado, Edwin                    | 709 Palaiseau Court     | 197238 | Active | 491.00    |
| 23115 Nando Munoz, Jose L                 | 429 Mallard Lane        | 197823 | Active | 3,470.24  |
| 23116 Rodriguez, Luis                     | 1102 Partridge Way      | 198854 | Active | 11,001.92 |
| 23117 Johnson, Lloyd/ Monica              | 601 Crane Drive         | 199001 | Active | 2,259.23  |
| 23118 Lugo, Guillermo/ Rosells            | 109 Redwing Court       | 199599 | Active | 4,572.10  |
| 23121 Fiorlanti, Ernst/ Viergella         | 945 Gateshead Court     | 201979 | Active | 1,345.92  |
| 23122 Carrera, Olivero/ Angela            | 220 Bedford Drive       | 202029 | Active | 851.29    |
| 23123 Williams, Janet/ Selina Y, Roger R  | 849 Franconville Court  | 202142 | Active | 2,257.91  |
| 23124 Elie, Rosalie J/ Jean               | 617 Wallaby Lane        | 202304 | Active | 2,324.41  |
| 23126 Eldorado Homes, Inc                 | 336 Erie Drive          | 203009 | Active | 2,898.45  |
| 23127 Jose de Castro, Jose A              | 724 Maderia Court       | 203475 | Active | 1,542.07  |
| 23128 Clark, Wade A/ Sherry               | 1010 Darlington Court L | 203688 | Active | 1,140.62  |
| 23129 Torres, Nelson B/ Michele F         | 36 Dorset Drive         | 203831 | Active | 367.00    |
| 23130 Young, Lodie A/ Maria N             | 6 Dorset Drive          | 203874 | Active | 4,066.80  |
| 23131 In? Property Florida Lp             | 336 Baccarat Court      | 204404 | Active | 1,445.38  |
| 23134 Monsanto, Joseph/ Courtney          | 806 Franconville Court  | 205044 | Active | 2,891.14  |
| 23135 Villegas, Rowann                    | 936 Gascony Court       | 205141 | Active | 4,716.45  |
| 23137 Saez, Maribel                       | 712 Paris Drive         | 206466 | Active | 1,723.72  |
| 23138 Anyido, Henry C                     | 1027 Mayfair Place      | 206946 | Active | 4,340.36  |
| 23139 Hall, Gareth/ Leadzane              | 224 Canterbury Court    | 207268 | Active | 2,479.67  |
| 23140 Romero, Nilsa I                     | 1307 Dover Drive        | 208345 | Active | 3,500.84  |
| 23147 Allison, Andrea                     | 654 N Del Monte Court   | 209252 | Active | 2,137.00  |
| 23148 Chavez, Mauricio E/ Luz             | 552 Kilimanjaro Drive   | 209325 | Active | 4,349.65  |
| 23149 Casanovic, Marc                     | 903 San Pablo Way       | 209481 | Active | 5,442.60  |
| 23150 Hunt, Malachi                       | 809 Toledo Court        | 209511 | Active | 7,623.89  |
| 23151 Benitez, Carmen A                   | 653 Cotulla Drive       | 209619 | Active | 4,139.51  |
| 23152 Mendez Jr, Federico                 | 901 Alsace Drive        | 210498 | Active | 5.40      |
| Bruce Robin                               | 314 Caen Court          | 210528 | Active | 21.84     |
| 23154 Harland, Michael/ Karen D           | 865 Franconville Court  | 210587 | Active | 1,733.43  |
| 23156 Valdes Lopez, Elio Eduardo          | 627 Fisher Court        | 211362 | Active | 4,361.83  |
| 23157 Hernandez, Axel/ Gonzalez, Raquel D | 131 Spoonbills Court    | 211427 | Active | 4,596.95  |
| 23158 Lopez, Jose A/ Maria M              | 629-A Bluehill Lane     | 211664 | Active | 2,847.00  |
| 23160 Littlejohn, Raymond A/ Berenice     | 1011 Eiffel Lane        | 212199 | Active | 2,715.02  |
| 23161 Pringle, Marie                      | 914 Gloucester Court L  | 213713 | Active | 6,137.82  |
| 23162 Cohen, Nova A                       | 946 Louvre Court        | 213934 | Active | 3,051.94  |
| 23163 Alvarado, Mary                      | 234 Tiffany Court       | 214353 | Active | 1,559.26  |
| 23164 Fernandez, Juan A                   | 1341 Hanbridge Drive    | 214469 | Active | 2,821.50  |
| 23165 Grana, Segundo B                    | 537 Kilimanjaro Drive   | 214740 | Active | 3,004.56  |
| 23168 Morales, Juan Emilio                | 914 Louvre Court        | 215767 | Active | 2,334.73  |
| 23174 Torres-Rodriguez, Consuelo          | 874 Nelson Drive        | 216208 | Active | 3,001.75  |
| 23175 Gonzalez, Anthony                   | 101 Aurora Lane         | 216291 | Active | 2,940.00  |
| 23176 Rodriguez, Desiderio/ Nancy, Nelson | 722 Talbot Drive        | 216305 | Active | 571.81    |

|   |                         |        |         |           |
|---|-------------------------|--------|---------|-----------|
| 23173 Benitez, Angel Manuel               | 32 Alicante Court       | 216712 | Active  | 1,957.55  |
| 23174 Luna, Murys A                       | 79 Alicante Court       | 216755 | Active  | 4,509.35  |
| 23177 Cordino, Victor L                   | 1114 Murat Place        | 218197 | Active  | 4,097.97  |
| 23178 Paltoo, Noondal/ Ameena             | 445 Albatross Court     | 218634 | Active  | 4,352.25  |
| 23179 Torres, Ricardo/ Damaris            | 563 Bar Drive           | 218715 | Active  | 4,975.93  |
| 23180 Massas, Zoe M/Hernandez, Edgar      | 101 Conch Drive         | 218863 | Active  | 4,506.94  |
| 23182 Bojeck, Kathleen A                  | 2730 Cranmoor Drive     | 220248 | Active  | 1,829.73  |
| 23184 Torres, Edgardo                     | 108 Newham Way          | 220868 | Active  | 2,293.89  |
| 23185 Martinez, Victor J/Velazquez, Myrna | 511 Delido Way          | 221309 | Active  | 1,490.72  |
| 23186 Antigua, Maria                      | 53 Altera Court         | 221473 | Active  | 2,771.26  |
| 23188 Greco, Christine L                  | 529 Nogales Court       | 221775 | Active  | 4,400.35  |
| 23189 Napier-Smith, Paula                 | 141 Aurora Lane         | 223506 | Active  | 4,811.67  |
| 23191 Najera, Carlos R/ Nedra             | 533 Bar Drive           | 223859 | Active  | 2,568.67  |
| 23192 Kedesun, Marie C/ Modkel            | 620 S Del Monte Court   | 224871 | Active  | 1,968.75  |
| 23193 Suarez, Rosay/Roman, William        | 633 Parakeet Court      | 225819 | Active  | 1,526.89  |
| 23194 Flores, Federico/Lopez, Maria I     | 349 Lauderdale Court    | 225678 | Active  | 2,307.78  |
| 23195 Pinto, Martiza/ Carlos              | 1123 Orme Court         | 227374 | Active  | 692.00    |
| 23199 Rivera, Luis A/ Vilma               | 7 Northfleet Lane       | 228621 | Active  | 3,300.16  |
| 23203 Biele, Theodore C/ Josefina L       | 206 Bay Court           | 229113 | Active  | 2,056.10  |
| 23201 Morris, Gregory/ Paula              | 445 Albatross Drive     | 229113 | Active  | 2,056.10  |
| 23203 Boudreau, Margaret/ David           | 640 Fresno Court        | 229199 | Active  | 1,870.87  |
| 23206 Perez, Rafael/ Noris                | 1109 Murat Place        | 229482 | Active  | 235.00    |
| 23207 Casper, Maggie A                    | 1004 Deddington Place   | 229547 | Active  | 4,567.81  |
| 23208 Taylor, Peter T                     | 1112 Perpignan Court    | 230421 | Active  | 1,480.90  |
| 23209 Talavera Santiago, Elizabeth        | 907 Amboise Lane        | 230456 | Active  | 2,126.87  |
| 23210 Potenciana Residential, LLC         | 564 Big Sioux Court     | 230502 | Active  | 2,315.48  |
| 23211 Vincent, Victorio V                 | 108 Albany Drive        | 231177 | Active  | 799.00    |
| 23214 Jimenez Jr, Theodore/ Ada L         | 125 Newham Way          | 232769 | Active  | 3,410.50  |
| 23215 Rodriguez, Ernesto/Basto, Luz N     | 129 Aurora Lane         | 233102 | Active  | 1,830.72  |
| 23217 Cuevas, Juan/ Mary                  | 29 Altera Court         | 233378 | Active  | 2,334.60  |
| 23219 Ruiz, Herberio A/Baez, Karen        | 903 Paraiso Place       | 235164 | Active  | 2,334.60  |
| 23220 Puertell, Timothy/ Stacy            | 1314 Ounbarton Court    | 235547 | Active  | 4,939.74  |
| 23221 Wright, Austin                      | 606 Fresno Court        | 236594 | Active  | 3,563.34  |
| 23222 Federal National Mortgage Assn      | 417 Rio Grande Court    | 236608 | Active  | 413.40    |
| 23223 Thorpey, John F/ Lori L             | 801 Adcu Drive          | 236896 | Active  | 2,351.44  |
| 23225 Poinciana Residential, LLC          | 160 Big Black Drive     | 237957 | Active  | 2,315.48  |
| 23226 Poinciana Residential, LLC          | 1318 Nelson Park Court  | 238864 | Active  | 1,844.79  |
| 23227 Melendez, Alexis/ Mary A            | 626 Hudson Valley Drive | 239933 | Active  | 1,855.07  |
| 23228 Roulston, Percy I/ Lurlene C        | 509 Glade Court         | 241555 | Suspens | 1,177.00  |
| 23229 Monroe, Maria/ Theodore             | 535 Delido Way          | 241601 | Active  | 3,413.54  |
| 23230 Medina, Rosa E/ Bibiana             | 342 Alegria Court       | 241822 | Active  | 4,684.85  |
| 23232 Dilano, Rafael                      | 307 Alegria Court       | 242454 | Active  | 1,417.00  |
| 23233 Ortiz, Francis                      | 509 Nogales Court       | 243531 | Active  | 3,230.41  |
| 23236 Raiman, Nelson/ Reyna               | 105 Newham Way          | 245925 | Active  | 4,293.76  |
| 23237 Rivera, Norberto/ Wanda             | 1001 Dampierre Court    | 246182 | Active  | 21.00     |
| 23238 Brown, Headley                      | 514 Derbyshire Drive    | 246328 | Active  | 3,555.87  |
| 23239 Clements, Diane Y                   | 721 Fulmar Court        | 246409 | Active  | 4,496.36  |
| 23243 Castro Carter, Mercedes             | 524 Caddy Drive         | 245676 | Active  | 11,772.12 |
| 23241 Possibile, Marie S                  | 644 Wood Drive          | 245981 | Active  | 1,391.50  |
| 23241 Lemus, Patricia                     | 538 Midiron Drive       | 247952 | Active  | 2,812.37  |
| 23244 Green, Isla M/ J Richard            | 1115 Hudson Harbor Lane | 248193 | Active  | 1,293.20  |
| 23245 Ventura Nunez, Jorge                | 406 Anise Placu         | 249114 | Active  | 4,442.10  |
| 23246 Bialonne, Andrew/ Magalie           | 957 Nancy Court         | 250465 | Active  | 4,457.90  |

|       |                                      |                             |        |        |          |
|-------|--------------------------------------|-----------------------------|--------|--------|----------|
| 23248 | Mercado, Richard                     | 1030 Embury Court           | 250554 | Active | 1,409.61 |
| 23249 | Andujar, Luis R                      | 1032 Embury Court           | 250562 | Active | 1,905.87 |
| 23250 | Canet, George                        | 533 Maricopa Drive          | 250872 | Active | 3,138.82 |
| 23251 | Alicea, Wilfredo/ Carmen             | 948 Corsica Court           | 252697 | Active | 307.00   |
| 23252 | Daniel, Victor/Smith-Daniel, M E     | 350 Corsica Court           | 252718 | Active | 1,534.85 |
| 23254 | Flores, Alca I                       | 114 Appian Way              | 253294 | Active | 2,946.16 |
| 23255 | Ojeda, Johanna/Garcia, Danny         | 2189 R o Grande Canyon Loop | 253871 | Active | 1,854.24 |
| 23257 | Wallace, Loraine E                   | 1038 Cannock Drive          | 254465 | Active | 1,245.45 |
| 23258 | Pierre, Marie/ Itzody                | 118 Mediterranean Court     | 255068 | Active | 4,709.05 |
| 23260 | Taha, Ali Mohammed                   | 443 Britten Drive           | 255831 | Active | 3,230.30 |
| 23261 | Ali, Shaleh Yusuf                    | 245 Grifford Drive          | 257020 | Active | 758.57   |
| 23262 | Rincon, Luisa/Acosta, Lucelena       | 528 Maricopa Drive          | 257133 | Active | 3,832.61 |
| 23263 | Ayala, Edwin/Sosa, Mariol            | 252 Churchill Court         | 257222 | Active | 1,954.52 |
| 23264 | Ortiz, William/Miranda, Maria R      | 3 Miramar Way               | 257524 | Active | 1,332.44 |
| 23266 | Palmer, Douglas R                    | 529 Basil Court             | 258385 | Active | 4,685.15 |
| 23267 | Irizary, Jose L/ Doris N             | 245 Cobalt Drive            | 259411 | Active | 1,641.17 |
| 23268 | Ellis, Barrington/ Maureen           | 504 Maricopa Drive          | 259551 | Active | 2,121.16 |
| 23269 | Ayala, Amaris                        | 32 Andora Court             | 260045 | Active | 1,670.99 |
| 23270 | Ortiz, Olga Martinez                 | 1316 Burnley Court          | 260258 | Active | 4,535.17 |
| 23271 | Stub, Wilma M                        | 87 Alicante Court           | 261994 | Active | 3,869.78 |
| 23277 | Hossain, Delway/Islam, Monira        | 53 Bolton Court             | 262145 | Active | 2,314.45 |
| 23274 | Conde, Martha                        | 835 Adour Drive             | 262315 | Active | 2,839.45 |
| 23275 | Burke, Lester/Salandy-Burke, Sharon  | 379 Ashcourt Lane           | 263272 | Active | 2,769.68 |
| 23279 | Blanchard, Patrick L                 | 207 Ashford Place           | 264458 | Active | 1,837.50 |
| 23280 | Ephraim, Vaughn H/ Charmaine         | 929 Van Loon Court          | 265063 | Active | 3,709.86 |
| 23282 | Cruz, Edgar/Perez-Ramirez, Annette   | 419 Brookfield Drive        | 265807 | Active | 1,410.15 |
| 23283 | Lindstrom, Johathan A/ Araceli       | 417 Brookfield Drive        | 265829 | Active | 1,944.76 |
| 23284 | Rodriguez, Nelson                    | 626 Elordge Drive           | 265861 | Active | 3,629.94 |
| 23285 | Ocasio, Cynthia                      | 527 Big Sioux Court         | 266873 | Active | 2,334.12 |
| 23286 | Giraldo, Maria E/ Carlos             | 64 Bradford Court           | 267562 | Active | 3,417.80 |
| 23287 | Taylor, Vincent/ Joyte               | 319 Colnada Court           | 268682 | Active | 1,789.08 |
| 23289 | Garcia, Juan/ Alexandra              | 413 Mulberry Court          | 271802 | Active | 2,823.37 |
| 23291 | Hansen, Steven M/ Jane A (Estate)    | 109 Cheltenham Place        | 272108 | Active | 1,863.42 |
| 23293 | Gomez, Pedro Luis/Hernandez, Karina  | 733 Bittern Lane            | 272744 | Active | 1,392.42 |
| 23294 | Lopez, Yolanda                       | 1105 Murat Place            | 273058 | Active | 1,242.50 |
| 23295 | Victor Figueroa and Nydia E. Oquendo | 858 Adour Drive             | 273228 | Active | 287.00   |
| 23295 | Wenham, Esthena V                    | 107 Durham Place            | 273279 | Active | 2,708.65 |
| 23299 | Saunders, Sharon                     | 1017 Darlington Court       | 273848 | Active | 6,272.57 |
| 23300 | Hill, Terrence/ Terica               | 528 Hummingbird Court       | 274062 | Active | 4,670.21 |
| 23301 | Cruz, Orlando                        | 119 Renwing Court           | 274216 | Active | 2,559.88 |
| 23302 | Hewitt, Guillermo A                  | 1576 Dolphin Drive          | 274887 | Active | 5,195.68 |
| 23305 | Vatelo, Ernesto A/ Giona             | 1135 Cambourne Drive        | 275751 | Active | 2,834.63 |
| 23306 | Ortiz, Juan/ Marileni                | 315 Coen Court              | 275905 | Active | 4,013.79 |
| 23308 | Hernandez, Edna/Lopez, Rafael A      | 1015 Derbyshire Drive       | 276114 | Active | 1,113.71 |
| 23309 | Santiago Jr, Jose/ Maria E           | 178 Andra Drive             | 278203 | Active | 3,549.98 |
| 23310 | De Leon, Ronald                      | 822 Alpine Court            | 278262 | Active | 5,515.03 |
| 23311 | Caceres, Lazaro/Medina, Angelina     | 746 Great Yarmouth Court    | 278467 | Active | 2,607.23 |
| 23312 | Suklal, Narina/Kowlessar, Verneesa   | 111 Herring Lane            | 278529 | Active | 1,168.69 |
| 23313 | Labaree, Evangelista                 | 722 Hawk Lane               | 278971 | Active | 3,178.68 |
| 23315 | Roura, Omaira                        | 945 Ogden Court             | 279102 | Active | 4,426.75 |
| 23316 | Shields, Gregory/ Mary               | 1142 Nonnandy Drive         | 279189 | Active | 2,621.13 |
| 23317 | Rodriguez, Gilberto                  | 778 Paris Drive             | 279471 | Active | 2,511.46 |
| 23319 | Ramos, Nancy E/ Alfredo J            | 302 Cannes Drive            | 280103 | Active | 1,114.62 |

|   |                       |        |        |          |
|---|-----------------------|--------|--------|----------|
| 23320 Lingjiborn, Marguerite            | 1134 Concaster Court  | 280402 | Active | 800.67   |
| 23321 Roman, Arturo                     | 530 Cardinal Drive    | 281357 | Active | 2,857.42 |
| 23323 Albert, Javier A/ Michelle M      | 805 Jarnac Drive      | 281581 | Active | 2,328.39 |
| 23324 Ware, Roxana/ Darren O            | 807 Jarnac Drive      | 281611 | Active | 5,700.60 |
| 23327 Dos Santos, Ivanna                | 463 Spike Court       | 281907 | Active | 2,274.21 |
| 23329 Rodriguez Ramos, Nancy            | 609 Basingstoke Court | 281928 | Active | 2,329.98 |
| 23331 Crooks, Kareem/Trizarry, Ada M    | 1964 Myakka Court     | 281952 | Active | 1,225.30 |
| 23333 Morales, Wallace/ Luz             | 322 Chelmsford Court  | 282036 | Active | 4,583.05 |
| 23334 Mccoy, Dayna Heider, Mary         | 815 Hastin Place      | 282094 | Active | 989.29   |
| 23335 Suarez, Pedro/ Concepcion         | 748 Leonardo Court    | 282122 | Active | 717.50   |
| Niedrich, Scott W                       | 61 Herring Ct         | 282138 | Closed | 287.00   |
| 23338 King, Rita                        | 508 Maricopa Drive    | 282190 | Active | 1,783.00 |
| 23339 Deem, Elizabeth/Marshall, Helen H | 213 Ellsworth Drive   | 283116 | Active | 1,363.68 |
| 23341 Morris, Mary L/Gorbatt Jr, Lerdy  | 906 San Paulo Way     | 283188 | Active | 7,903.63 |
| 23342 Gonzalez, Evelyn L/Cortes, Jallyn | 653 Bear Court        | 283202 | Active | 2,792.75 |
| 23343 Lewis, Alisha S                   | 718 Americana Court   | 283234 | Active | 3,407.97 |
| 23344 Santiago, Martin M/Nida E         | 730 Del Prado Drive   | 283312 | Active | 2,775.92 |
| 23345 Murphy, David R/ Carolyn S        | 436 Cart Court        | 283314 | Closed | 234.00   |
| 23346 Calo, Alice                       | 504 Anise Court       | 283364 | Active | 1,071.90 |
| 23347 Reddy, Patrick M/ Angela T        | 120 Spoonbill Court   | 283368 | Active | 2,612.62 |
| 23348 Sobrado, Jesus/ Lydia E           | 640 Brockton Drive    | 283544 | Active | 770.55   |
| 23349 Fair, Roderick D Jr/ Deborah E    | 368 Chelmsford Court  | 283574 | Active | 1,694.28 |
| 23350 Taylor, Edna M                    | 740 Harland Court     | 283598 | Active | 1,468.75 |
| 23351 Affordable Management             | 817 Mountbatten Lane  | 283622 | Active | 2,508.74 |
| Hector Rosario and Maribel Colon        | 502 Elbridge Place    | 283674 | Active | 4,558.43 |
| 23353 Soto, Santos/ Hilda               | 555 Brighton Court    | 283678 | Active | 4,412.56 |
| 23354 Collins, Milton/ Patricia         | 507 Brentford Court   | 283708 | Active | 1,044.93 |
| 23356 Lester, Eric/ Sadie               | 550 Brentford Court   | 283724 | Active | 2,324.93 |
| 23358 Rodriguez Perez, Ruben Daniel     | 848 Jarnac Drive      | 283794 | Active | 1,243.89 |
| 23359 Ortolaza, Hector/ Brenda          | 1013 Eiffel Lane      | 283808 | Active | 4,746.53 |
| 23360 Crawford, James/ Crawford, Theo   | 768 Americana Court   | 283822 | Active | 2,321.87 |
| 23361 O'Quley, Bradley A                | 744 Americana Court   | 283832 | Active | 1,378.46 |
| 23362 Rodriguez, Eileen M               | 1037 Cannock Drive    | 283864 | Active | 1,527.72 |
| 23363 Peters, Alfred D/ Millicent E     | 670 Sterling Drive    | 283912 | Active | 1,439.15 |
| 23364 Almendarez, Martha L              | 675 Sterling Drive    | 283984 | Active | 4,513.06 |
| 23365 Robinson, Lynda                   | 414 Hunter Circle     | 284024 | Active | 1,416.73 |
| 23366 Caballero, Grace S                | 410 Hunter Circle     | 284028 | Closed | 4,024.60 |
| 23367 Palacios, Christina               | 395 Hunter Circle     | 284142 | Active | 2,902.83 |
| 23368 Espenocilla, Luz                  | 571 Hunter Circle     | 284156 | Active | 1,411.64 |
| 23369 Flanagan, Roger T                 | 421 Hunter Circle     | 284174 | Active | 3,512.69 |
| 23371 Johnston, Gary L/ Anna M          | 501 Hunter Circle     | 284236 | Active | 1,298.70 |
| 23372 Garside, Lori D                   | 537 Hunter Circle     | 284262 | Active | 997.22   |
| 23373 Merueto, Uga                      | 550 Hunter Circle     | 284346 | Active | 1,409.61 |
| 23376 Weisman, Denise L (Estate L')     | 528 Hunter Circle     | 284364 | Active | 2,441.77 |
| 23377 Rosario, Magdalena                | 26 St Andrews Court   | 284432 | Active | 2,021.70 |
| 23378 Castro, Frances                   | 56 St Andrews Court   | 284526 | Active | 3,438.87 |
| 23379 Cunn, Esme P                      | 405 Prestwick Place   | 284554 | Active | 1,607.00 |
| 23380 Terrence Traci A                  | 419 Prestwick Place   | 284572 | Active | 2,684.54 |
| 23382 St Martin, Fritz                  | 485 Prestwick Place   | 284644 | Active | 4,475.72 |
| 23383 Rommell, Kenneth C/ Joyce A       | 480 Prestwick Place   | 284654 | Active |          |
| 23384 Feliciano, Angel L/ Bernad        | 484 Prestwick Place   | 284662 | Active | 650.20   |
| 23385 McCarthy, John E (Estate)         | 497 Prestwick Place   | 284682 | Active | 4,476.68 |
| 23386 Morgenthauer, Harold H            | 494 Prestwick Place   | 284684 | Active | 2,407.73 |



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|---|-------------------------|--------|--------|-----------|
| 23387 Harvey, Avis                            | 620 Regency Way         | 284706 | Active | 5,418.46  |
| 23388 Pierre, Jean R/ Mimosé                  | 665 Agency Way          | 284712 | Active | 6,072.78  |
| 23390 Gauthier, Max/ Esther                   | 725 Versailles Lane     | 284727 | Active | 3,481.27  |
| 23393 Njoku, Naida N                          | 768 Harland Court       | 284852 | Active | 3,512.69  |
| 23394 Little, Johnny                          | 603 Regency Way         | 284904 | Active | 8,246.79  |
| 23395 Loguerre, Andrée/ Nellie J              | 933 Gloucester Court    | 284936 | Active | 100.00    |
| 23396 Marasco, Melissa                        | 806 Cardinal Way        | 284968 | Active | 3,022.49  |
| 23397 Molina, Manuel O/ Melandro, Jessica     | 311 Alencon Way         | 284992 | Active | 5,916.38  |
| 23398 Ford, John/ Migdalia                    | 851 Franconville Court  | 284996 | Active | 1,395.37  |
| 23399 Mahelal, Mohand/ Suresh                 | 1165 Roan Court         | 285016 | Active | 35.00     |
| 23400 Dabreli, Marie Y/ Jeanne M              | 1703 Redfin Way         | 285078 | Active | 4,529.67  |
| 23402 Gilmore, John Y                         | 346 Cocoa Court         | 285116 | Active | 4,355.63  |
| 23404 Martinez, Luis F/ Adorno, Zulma K       | 925 Cannes Drive        | 285132 | Active | 2,357.38  |
| 23407 Daniels, Timothy E/ Kimberly M          | 721 Palisade Court      | 285227 | Active | 4,440.00  |
| 23408 Jusino, Steven                          | 655 Regency Way         | 285234 | Active | 4,679.93  |
| 23411 Decker, Dennis O (Estate)               | 672 Itinerary Way       | 285304 | Active | 1,297.00  |
| 23413 Sudeck-Walters, Kimberly                | 043 Nancy Court         | 285384 | Active | 1,219.00  |
| 23414 Bello, Carmen C                         | 907 Alsace Drive        | 285412 | Active | 1,962.93  |
| 23415 Rivera, Jose J/ Rosario, Gloria         | 904 Alsace Drive        | 285414 | Active | 14,657.94 |
| 23416 Singh, Ramar/ Shanti                    | 923 Louvre Court        | 285426 | Active | 1,637.86  |
| 23417 Schifano, Ivan                          | 911 Alhambra Court      | 285464 | Active | 4,472.58  |
| 23418 Vazquez, Francisco William              | 640 Regency Way         | 285512 | Active | 4,393.28  |
| 23419 Ruque, Wilfredo/ Reyes, Nilsa           | 535 Oak Branch Circle   | 285546 | Active | 4,920.21  |
| 23421 Koch, Frederick and Griffin Conti, Jean | 514 Parsley Court       | 285586 | Active | 799.00    |
| 23422 Colon, David A                          | 817 Grantham Drive      | 285638 | Active | 3,521.04  |
| 23423 George, Jessica                         | 917 Van Loon Court      | 285712 | Active | 3,360.97  |
| 23424 Nunes, Sharon L/ Nunes, Evelyn          | 657 Regency Way         | 285742 | Active | 8,946.72  |
| 23426 Sewnarine, Satdeo/ Agnes                | 915 Amboise Lane        | 285748 | Active | 470.50    |
| 23427 Canarick, Phyllis                       | 502 Oak Branch Circle   | 285774 | Active | -         |
| 23428 Roque, Francisco/ Lopez, Maria V        | 1111 St Michel Way      | 285802 | Active | 2,837.15  |
| 23429 Elganainy, Mahmoud H/ Loretta A         | 955 Gaspony Court       | 285866 | Active | 1,404.67  |
| 23432 Pielosanti, Augusto                     | 502 Pine Bark Court     | 285896 | Active | 4,438.36  |
| 23433 Morales, Elizabeth/ Figueroa, Edna      | 564 Oak Branch Circle   | 285898 | Active | 1,840.24  |
| 23434 Morales, Evelyn                         | 337 Corsica Court       | 285916 | Active | 693.45    |
| 23435 Aguirre, Maria                          | 602 Regency Way         | 285924 | Active | 307.00    |
| 23436 Barnes, James/ Darlene M                | 504 Pine Bark Court     | 285952 | Active | 3,359.90  |
| 23438 Feliciano, Lourdes                      | 515 Pine Top Place      | 285986 | Active | 3,481.68  |
| 23439 Perez, Arnaldo/ Lebrun, Rosa            | 528 Oak Branch Circle   | 286019 | Active | 4,502.10  |
| 23442 Pujol, Calvin/ Hope                     | 522 Oak Branch Circle   | 286138 | Active | 1,539.41  |
| 23443 Billasquide, Jose R                     | 308 Aylesbury Court     | 286156 | Active | 4,458.72  |
| 23444 Chavez, Dolores                         | 540 Oak Branch Circle   | 286176 | Active | 3,842.72  |
| 23445 Cruz-Reyes, Jose E                      | 1015 March Gras Drive   | 286226 | Active | 1,886.53  |
| 23446 Elkins, John J/ Cynthia M               | 117 Pompe Drive         | 286252 | Active | 1,051.81  |
| 23447 Puetan, Luis P/ Fatima C                | 544 Oak Branch Circle   | 286284 | Active | 2,641.71  |
| 23448 Beltran, Juan A                         | 530 Nogales Court       | 286306 | Active | 531.68    |
| 23451 Diaz, Luz X/ Beltran, Ismael            | 1710 Sun Court          | 286318 | Active | 2,848.31  |
| 23453 Valdez, Janet Elizabeth                 | 533 Oak Branch Circle   | 286378 | Active | 2,216.82  |
| 23454 Moriel, Gennette                        | 569 Kestrel Cove        | 286388 | Active | 2,234.15  |
| 23455 Cottone, Marilyn L                      | 603 Notre Dame Way      | 286390 | Active | 2,847.17  |
| 23456 Orellana, Richard/ Carmen               | 362 Alegria Court       | 286436 | Active | 5,771.74  |
| 23457 Carlisle, Bernard L                     | 574 Pinelawn Cove       | 286442 | Active | 2,340.95  |
| 23458 Perez, Eliu                             | 144 Mediterranean Court | 286492 | Active | 1,618.06  |
| 23459 Devito, Jose F                          | 360 Alghiano Court      | 286496 | Active | 3,403.41  |

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|---|--------------------------------------|------------------|------------------|----------------------|
| 23450 Nozline, Regina L<br>Leila T. Seavendra | 304 Aylesbury Court<br>503 Anise Way | 286508<br>286546 | Active<br>Active | 2,410.93<br>2,683.00 |
| 23462 Arriaga, Rene Gustavo/ Gloria I         | 907 Cherbourg Way                    | 286594           | Active           | 1,321.56             |
| 23464 Robert, Marilyn L                       | 187 Antio Drive                      | 286616           | Active           | 1,297.00             |
| 23455 Orozco, Gloria M                        | 401 Metz Lane                        | 286632           | Active           | 3,913.95             |
| 23458 Seaton, Robert E                        | 318 Alegriann Court                  | 286698           | Active           | 1,616.12             |
| 23469 Martinez, Luz D                         | 528 Pinhurst Cove                    | 286712           | Active           | 2,289.66             |
| 23470 Anderson, Randi S/ Jr Richard H         | 514 Gaul Way                         | 286764           | Active           | 2,787.74             |
| 23471 Ortiz, Sally/ Richard                   | 906 Provence Way                     | 286766           | Active           | 4,221.49             |
| 23472 Pineiro, Francisco/Montanez, Angie      | 139 Spoonbill Court                  | 286852           | Active           | 2,409.00             |
| 23474 Gerald, Austin C                        | 1451 Teal Drive                      | 286908           | Active           | 1,892.00             |
| 23475 Harstad, Betty Lee                      | 1240 Apopka Lane                     | 287138           | Active           | 2,874.43             |
| 23476 Perez, Eliu                             | 140 Mediterranean Court              | 287308           | Active           | 2,250.89             |
| 23477 Salgado, Luis A/Roman, Angelica         | 1104 Lavaur Court                    | 287364           | Active           | 3,907.12             |
| 23478 Luciano, Rafael/ Beverly                | 346 Cardinal Drive                   | 287376           | Active           | 1,906.68             |
| 23481 Acevedo, Roberto/Santana, Yvonne        | 487 Peppermill Circle                | 287508           | Active           | 1,987.50             |
| 23482 Blanco, Robert Alfredo/ Eileen          | 303 Colonnade Court                  | 287538           | Active           | 2,827.19             |
| 23483 Guzman, Mayra                           | 626 Valnera Court                    | 287542           | Active           | 3,364.62             |
| 23485 Sepulveda, Ivan                         | 614 Mercado Court                    | 287574           | Active           | 10,432.62            |
| 23487 Mirles, Mario                           | 535 Pinhurst Cove                    | 287628           | Active           | 1,294.03             |
| 23488 Inzary, Johannys                        | 826 Albi Court                       | 287654           | Active           | 2,843.27             |
| 23489 Register, Iodi                          | 1157 Normandy Drive                  | 287658           | Active           | 1,584.68             |
| 23490 Ruiz, Cesar/ Jessica                    | 215 Bedford Drive                    | 287662           | Active           | 2,804.33             |
| 23493 Cardona, Raul/Agusto, Cynthia           | 191 Antio Drive                      | 287734           | Active           | 2,879.33             |
| 23494 Nejumi, Idris                           | 473 Tarragon Place                   | 287736           | Active           | 2,333.51             |
| 23495 Hysse, Marie F                          | 711 Gazelle Way                      | 287746           | Active           | 2,736.96             |
| 23496 Diaz, David/Cordeva, Milva E            | 337 Alegriano Court                  | 287762           | Active           | 4,783.40             |
| 23498 Ramos, Gustavo/ Maria                   | 417 Peppermill Circle                | 287798           | Active           | 2,334.00             |
| 23499 Gonzalez, Leonarcho Salomon Marave      | 415 Peppermill Circle                | 288314           | Closed           | 726.80               |
| 23500 Munoz, Hugo/ Damaris                    | 55 Bolton Court                      | 288324           | Active           | 2,813.87             |
| 23501 Valdez, Mayra                           | 648 Bruckton Drive                   | 288336           | Active           | 2,769.62             |
| 23502 Estival, Fritz/ Lema J                  | 114 Coconut Grove Way                | 288398           | Active           | 4,919.15             |
| 23503 Lagares, Reinaldo/ Maria T              | 156 Burlington Drive                 | 288434           | Active           | 140.00               |
| 23504 Taylor, Patrick W/Denysed, Nadia        | 817 Valnera Court                    | 288512           | Active           | 3,147.11             |
| 23505 Medina, Belkis/Danlung, Christopher     | 102 Paprika Place                    | 288522           | Closed           | 287.00               |
| 23507 Marquez, Adela F                        | 753 Liscard Court                    | 288626           | Active           | 2,746.17             |
| 23508 Miller, William                         | 459 Peppermill Circle                | 288632           | Active           | 1,432.59             |
| 23509 Santos, Manue A/ Maria                  | 531 Delloe Way                       | 288642           | Active           | 1,543.57             |
| 23510 Ribas, Carol                            | 201 Great Yarmouth Court             | 288644           | Active           | 2,594.75             |
| 23511 Saladin, Jean G/ Estane                 | 1154 St. Tropez Court                | 288658           | Active           | 3,347.83             |
| 23512 Mappire, Ronald J                       | 421 Peppermill Drive                 | 288684           | Active           | 3,416.65             |
| 23514 Lato, Gregorio                          | 469 Tarragon Place                   | 288792           | Active           | 2,599.40             |
| 23515 Samirval Gonzalez, Santiago             | 457 Peppermill Circle                | 288812           | Active           | 5,251.62             |
| 23517 Crowell, Ronald H/ Kenneth              | 265 Paris Drive                      | 288846           | Active           | 2,544.58             |
| 23518 Gomez, Henry                            | 424 Peppermill Circle                | 288862           | Active           | 4,922.00             |
| 23519 Richards, Lucinda W/Richards, Doreen    | 112 Colwyn Way                       | 288902           | Active           | 2,213.96             |
| 23520 Lopez, David A                          | 107 Paprika Place                    | 288906           | Active           | 2,324.21             |
| 23521 Del Realma, Theresa/ Luva Lopez         | 602 Peppermill Circle                | 288938           | Active           |                      |
| 23522 Almeida, Edgar Rafael                   | 461 Peppermill Circle                | 288944           | Active           | 4,090.05             |
| 23523 Gonzalez, John J                        | 406 Bolton Court                     | 288954           | Active           | 2,123.16             |
| 23524 Perez, Jose/ Concepcion                 | 115 Apollo Drive                     | 289026           | Active           | 1,024.10             |
| 23525 Gonzalez, Jose/ Concepcion              | 543 Apollo Drive                     | 289136           | Active           | 2,874.52             |
| 23526 Argueta, Ramon/ Concepcion              | 413 Bull Drive                       | 289152           | Active           | 6,322.20             |

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|--|--------------------------|--------|--------|----------|
| 23531 Rivera, Silvano                    | 604 Jama Drive           | 289208 | Active | 1,177.78 |
| 23532 Diaz, Carlos                       | 1013 Mardi Gras Drive    | 289234 | Active | 4,509.80 |
| 23533 Perez, Hilario/ Rosa M             | 401 Spice Court          | 289258 | Active | 2,504.61 |
| 23534 Torres, Charlie/ Lydia             | 525 Hummingbird Court    | 289277 | Active |          |
| 23535 Oliva, Jose A                      | 52 Marjoram Lane         | 289276 | Active | 3,786.80 |
| 23536 Cruz, John A                       | 21 Bulton Court          | 289298 | Active | 3,551.66 |
| 23538 Despainne, Mario E                 | 1436 Swan Court          | 289336 | Active | 2,386.77 |
| 23539 Ruiz, Linda                        | 812 Oglettspe Court      | 289388 | Active | 2,286.83 |
| 23540 Helm, Kimberly A/Williams, Barbara | 205 Taranto Way          | 289398 | Active | 4,309.52 |
| 23541 Alejandro, Carlos                  | 438 Peppermill Circle    | 289404 | Active | 3,383.72 |
| 23542 Rodriguez, Nilda Toro              | 610 Rosaro Court         | 289412 | Active | 4,248.75 |
| 23543 Torres, Jeyssal/ Jose A            | 637 Madrid Drive         | 289434 | Active | 4,144.95 |
| 23544 Miles, Josephine                   | 548 Kingfisher Drive     | 289442 | Active | 4,713.47 |
| 23546 Cunningham, Dawn M                 | 455 Peppermill Circle    | 289486 | Active | 1,217.16 |
| 23548 Lewis, Bernita                     | 465 Peppermill Circle    | 289502 | Active | 3,409.95 |
| 23549 Franco, Lina M/Falla, Jaime        | 516 Finch Court          | 289512 | Active | 4,977.76 |
| 23551 Morawski, Veronica M/ Stephen      | 417 Spice Court          | 289534 | Active | 5.00     |
| 23552 Wellington, Newton A/ Paulette T   | 176 Anzio Drive          | 289548 | Active | 6,413.38 |
| 23553 Stewart, Karen A                   | 6 Allora Court           | 289552 | Active | 3,201.61 |
| 23554 Baker, Carol                       | 204 Banbury Place        | 289556 | Active | 4,536.78 |
| 23555 Johnson, Audrey                    | 35 Catalina Court        | 289584 | Active | 2,319.14 |
| 23556 East, David/ Arlene                | 183 Aurelia Court        | 289614 | Active | 306.80   |
| 23557 Ortiz, Salvador/Verz, Maritza      | 33 Trophy Lane           | 289616 | Active | 1,435.47 |
| 23558 Batiz, Cathryn                     | 905 Gateshead Court      | 289624 | Active | 3,021.35 |
| 23559 Sunillo, Rafael/ Elida             | 308 Baccarat Court       | 289644 | Active | 1,717.79 |
| 23560 Olivera, Frank/ Onelio             | 744 Palaiseau Court      | 289648 | Active | 2,285.54 |
| 23561 McDougal, Kerisa D                 | 907 Salerno Court        | 289662 | Active | 3,306.33 |
| 23562 Osorio, Georgina/Artache, Elsa     | 8 Coventry Court         | 289672 | Active | 5,486.68 |
| 23563 Oquendo, Alexander E               | 333 Edgewood Court       | 289748 | Active | 2,226.82 |
| 23566 Torres, Jose G/ Betzy F            | 816 Cabaret Court        | 289776 | Active | 873.44   |
| 23567 Rosado, Jose A                     | 418 Spice Court          | 289818 | Active | 8,017.76 |
| 23568 Smith, Judith                      | 604 Messina Way          | 289827 | Active | 1,764.74 |
| 23569 Clark, William S/ Debra L          | 103 Nicholas Court       | 289864 | Active | 2,510.38 |
|  | Caceres, Flavio S/Dora L | 289866 | Closed | 292.00   |
| 23570 Marrero, Norangel/ Luis            | 559 Kingfisher Drive     | 289882 | Active | 2,848.33 |
| 23571 Burgos, Fernando                   | 451 Lark Court           | 289884 | Active | 2,824.38 |
| 23573 Hernandez, Ivellisse               | 746 Platypus Court       | 289906 | Active | 5,392.77 |
| 23574 Alfonso, Ana                       | 10 Alicante Court        | 289912 | Active |          |
| 23575 Curtis, Melford                    | 415 Lark Court           | 289938 | Active | 2,328.09 |
| 23576 Andrade, Maria G                   | 560 Hummingbird Court    | 289976 | Active | 1,581.50 |
| 23577 Miranda, Manuel A/Gonzalez, Iulio  | 947 Gastony Court        | 289978 | Active | 2,810.96 |
| 23578 Fairbourn Sunshine Housing Lp      | 246 Churchill Court      | 289994 | Active | 4,426.80 |
|  | Bernadette Blain         | 290114 | Active | 1,648.93 |
| 23580 Jozikowska Katarzyna               | 524 Elbridge Place       | 290116 | Active |          |
| 23581 Luckin, Celeste M (Trust)          | 30 Andora Court          | 290122 | Active | 4,693.18 |
| 23582 McIntosh, Cynthia                  | 80 Andora Court          | 290168 | Active | 5,709.82 |
| 23584 Agosco, Miguel A/Elos, Madeline    | 458 Cardinal Court       | 290274 | Active |          |
| 23586 Owen Assets Trust Inc              | 433 Bedlington Court     | 290306 | Active |          |
| 23587 Patterson, Carlynn                 | 112 Saffron Way          | 290316 | Active | 1,754.23 |
| 23588 Evans, Cedric Jean                 | 333 Aylesbury Court      | 290356 | Active | 295.70   |
| 23589 Smith, Marion                      | 471 Tamarind Parke Lane  | 290372 | Active | 7,272.46 |
| 23590 Livingston, Rose                   | 454 Cardinal Court       | 290392 | Active | 4,399.87 |
| 23591 Leary, Choc/ Christina             | 863 Francaville Court    | 290416 | Active | 1,175.80 |

|  |                                    |                  |                  |               |
|--|------------------------------------|------------------|------------------|---------------|
| 23592 Thomas, Denail/Adams, Esther<br>E melda Modese | 48 Cordona Drive<br>315 Miami Lane | 290436<br>290507 | Active<br>Active | 3,246.56<br>- |
| 23596 Flowers, Samuel W/ Glenda L                    | 1024 Mardi Gras Drive              | 290542           | Active           | 2,770.73      |
| 23598 Horne, Delores                                 | 42 Cordona Drive                   | 290602           | Active           | 4,697.07      |
| 23599 Montalvo, Maria D Vazquez                      | 736 Lake Marion Golf Resort Drive  | 290622           | Active           | 1,394.00      |
| 23603 Roberts, Cynthia L                             | 4 Northfleet Lane                  | 290666           | Active           | 2,648.12      |
| 23604 Ojeda, Domingo/ Aida                           | 828 Abbi Court                     | 290718           | Active           | 1,397.13      |
| 23605 Ganesh, Rajesh                                 | 338 Colony Court                   | 290732           | Active           | 1,061.21      |
| 23606 Helligar, Jules/Martinez, Evelyn               | 519 Basil Court                    | 290744           | Active           | 1,868.92      |
| 23607 Costa, Jose/Alves, Caroline                    | 62 Allegate Court                  | 290768           | Active           | 2,122.49      |
| 23609 Santiago, Juan/ Evelyn                         | 77 Altera Court                    | 290774           | Active           | 4,729.68      |
| 23610 Colon, Maria                                   | 771 Leopard Court                  | 290824           | Active           | 2,381.72      |
| 23612 Miranda, Roberto/Mareo, Ricardo                | 764 Lake Marion Golf Resort Drive  | 290858           | Active           | 4,663.12      |
| 23613 Cutting, Richard                               | 694 Lake Marion Golf Resort Drive  | 290878           | Active           | 422.00        |
| 23615 Johnson, Delroy                                | 435 Acacia Tree Way                | 290896           | Active           | 3,239.43      |
| 23617 Cantron, Fidelina                              | 413 Tamarind Parke Lane            | 290998           | Active           | 1,198.11      |
| 23618 Velez Parilla, Rafael                          | 407 Spice Court                    | 291007           | Active           | 4,241.78      |
| 23619 Giardina, Therese                              | 1140 Chesterfield Court            | 291052           | Active           | 4,496.45      |
| 23621 Davila, Hector A                               | 604 Floridian Drive                | 291064           | Active           | 1,353.12      |
| 23623 Yon, James O/Galarza, Michelle E               | 306 Ferrara Court                  | 291108           | Active           | {100.00}      |
| 23624 Castillas-Castillo, Juan                       | 520 Delido Way                     | 291148           | Active           | 1,829.71      |
| 23625 Laturkie, Olga                                 | 320 Marquee Drive                  | 291242           | Active           | 1,619.80      |
| 23626 Velez, Jose A                                  | 519 Eagle Court                    | 291272           | Closed           | 1,607.00      |
| 23627 Rosado, Ramon/ Anita                           | 66 Altera Court                    | 291286           | Active           | 1,874.46      |
| 23628 Harper, Reginald                               | 819 Ognon Court                    | 291302           | Active           | 2,329.13      |
| 23629 Perez, Santos/ Nidia                           | 101 Barrington Drive               | 291338           | Active           | 2,902.83      |
| 23630 Tucker, James S/ Yvonne                        | 612 Cotulla Drive                  | 291412           | Active           | 3,095.85      |
| 23631 Rodriguez, Maribel/Amaro, Benjamin             | 24 Sawfish Lane                    | 291464           | Active           | 2,595.15      |
| 23634 Garcia, Gerardo/Robles, Wanda                  | 529 Delido Way                     | 291492           | Active           | 3,497.56      |
| 23636 Arevalo, Romel                                 | 526 Delido Way                     | 291496           | Active           | 4,432.06      |
| 23637 Drozco, Alberto/Griswold, Patricia             | 722 Caracara Court                 | 291522           | Active           | 1,109.67      |
| 23639 Coulett, Randy J                               | 647 McKinley Court                 | 291592           | Active           | 2,312.68      |
| 23641 Sailor, John/ Fred                             | 824 Valnera Court                  | 291638           | Active           | 2,150.27      |
| 23644 Burnett, Horace A                              | 515 Eagle Court                    | 291682           | Active           | 7,629.19      |
| 23645 Serrano, Ethel                                 | 437 Jay Court                      | 291692           | Active           | 1,870.94      |
| 23647 Iglesias, Jose Juan/ Minotini                  | 767 Americana Court                | 291702           | Active           | 503.66        |
| 23648 Campo, Ramon/Ferrer, Martha                    | 630 Cotulla Drive                  | 291714           | Active           | 325.84        |
| 23649 Mitchell, Isaac P/ Roselyn A                   | 660 Tamarind Parke Lane            | 291722           | Active           | 1,899.25      |
| 23650 Alsin, Marie Yolene                            | 58 Altera Court                    | 291746           | Active           | 458.70        |
| 23651 Santana, Ricardo                               | 27 York Court                      | 291748           | Active           | 1,913.00      |
| 23652 Moyn, Rafael V/Arrondonon, Patricia            | 634 Madrid Drive                   | 291774           | Active           | 1,879.61      |
| 23654 Clark-Harris, Laverne A                        | 934 Gonneville Lane                | 291844           | Active           | 1,243.64      |
| 23655 Thevenot, Cleofand/ Guerline                   | 446 Tamarind Parke Lane            | 291862           | Active           | 4,490.81      |
| 23658 Bordes, Jean O/ Sophonie E                     | 135 Aurora Lane                    | 291906           | Active           | 2,573.17      |
| 23659 Daniel, Carmelle                               | 425 Tamarind Parke Lane            | 291922           | Active           | 3,487.41      |
| 23661 Denis, Manuel/ Kenia                           | 513 Maricopa Drive                 | 291964           | Active           | 287.00        |
| 23662 Canitun, Fred A/ Stephanie Knight              | 551 Brighton Court                 | 291978           | Active           | 3,975.50      |
| 23663 Montalvo, Hector J/ Jenette                    | 833 Del Prado Drive                | 291982           | Active           | 3,140.07      |
| 23664 Morales, Martin                                | 638 Cotulla Drive                  | 292004           | Active           | 358.00        |
| 23666 Cespedes, Milton                               | 651 Lake Marion Golf Resort Drive  | 292054           | Active           | 3,577.99      |
| 23667 Gonzalez-Ocasio, Mabel                         | 109 Caterham Way                   | 292102           | Active           | 3,422.70      |
| 23668 Lara, Mario I/ Ruth                            | 347 Cortica Court                  | 292106           | Active           | 1,400.94      |
| 23669 Gould, Venia J                                 | 105 Blackpool Way                  | 292154           | Active           | 2,876.52      |

|       |                                      |                           |        |        |          |
|-------|--------------------------------------|---------------------------|--------|--------|----------|
| 23670 | Morales, Roberto/Diaz-Mcrales, Eyra  | 467 Tamarind Park Lane    | 292204 | Active | 2,059.69 |
| 23671 | Alicia-Fernandez, Emilio             | 515 Maricopa Drive        | 292216 | Active | 4,046.72 |
| 23672 | Acevedo, Bienvenido                  | 107 Dundee Lane           | 292252 | Active | (582.00) |
| 23673 | Hoy, Jamie                           | 595 Maricopa Drive        | 292282 | Active | 4,591.39 |
| 23674 | Rosario, Hector                      | 140 Spoonbill Court       | 292296 | Active | 2,845.56 |
| 23675 | Aviles, Victor                       | 564 Hunter Circle         | 292304 | Active | 2,538.45 |
| 23676 | Montesdeoca, Jorge/ Olga             | 402 Tamarind Park Lane    | 292306 | Active | 1,713.93 |
| 23678 | Gonzalez Inubriel, Julio             | 505 Matterhorn Place      | 292352 | Active | 2,830.79 |
| 23679 | Anderson, Linburgh/ Marjorie         | 817 Francoville Court     | 292364 | Active | 302.00   |
| 23680 | Sulsona, Hiram/Morales, Bernice J    | 902 Halifax Drive         | 292372 | Active | 4,463.50 |
| 23683 | Ferrer, Estelban                     | 613 Kangaroo Drive        | 292394 | Active | 1,417.16 |
| 23684 | Lawson, Evadne/ Kenward              | 538 Albatross Drive       | 292412 | Active | 1,400.94 |
| 23685 | Almopovar, Brunilda/Olivera, Ruben   | 440 Albatross Court       | 292414 | Active | 4,388.66 |
| 23686 | Rosado, Francisco                    | 369 Marquee Drive         | 292424 | Active | 893.80   |
| 23688 | Santana, Katherine                   | 636 Jaguar Court          | 292444 | Active | 2,569.90 |
| 23690 | Registe, Clement/ Virginia L         | 609 Mercado Court         | 292474 | Active | 1,166.66 |
| 23692 | Campbell, Andrea                     | 502 Bristol Circle        | 292494 | Active | 3,045.34 |
| 23693 | Campbell, Andrea                     | 504 Bristol Circle        | 292496 | Active | 3,352.17 |
| 23694 | Martinez, Luis/Ochoa, Rosa A         | 306 Cumbran Lane          | 292504 | Active | 2,999.03 |
| 23695 | Hernandez, Andres/ Juliana           | 3 Coventry Court          | 292516 | Active | 6,307.94 |
| 23697 | Broderick, Patrick                   | 1123 Munster Court        | 292544 | Active | 2,005.73 |
| 23698 | Matos, Antonia/Burgos, Melanie J     | 260 Chadworth Drive       | 292568 | Active | 3,220.11 |
| 23699 | Martinez Colon, Jaime L              | 825 Marquis Court         | 292576 | Active | 4,370.15 |
| 23700 | Lopez, Luz/Martinez, Andrew          | 442 Marlberry Leaf Avenue | 292584 | Active | 2,892.60 |
| 23701 | Jusino, Jose                         | 702 Redwood Bark Trail    | 292592 | Active | 568.33   |
| 23702 | Jackson, Philip J                    | 2602 Salina Way           | 292614 | Active | 1,311.68 |
| 23704 | Muniz Ramirez, Jose                  | 120 Nicholas Court        | 292682 | Active | 2,705.99 |
| 23705 | Broadnax, Reginald J/ Avon           | 1135 Normandy Drive       | 292728 | Closed | 120.00   |
| 23706 | Zayas, Freddie                       | 2714 Rivkin Drive         | 292748 | Active | 4,765.39 |
| 23707 | Ocasio, Edwin/Almestica, Aurea       | 2712 Rivkin Drive         | 292752 | Active | 2,334.12 |
| 23708 | Cohen, Alen/ Jean                    | 2706 Rivkin Drive         | 292758 | Active | 515.50   |
| 23709 | Ocwen Assets Trust, Inc              | 2723 Rivkin Drive         | 292784 | Active | 287.00   |
| 23711 | Bianchi, John                        | 305 Morgan Way            | 292808 | Active | 4,723.90 |
| 23712 | Aviles, Luz/Santiago, Hector         | 304 Morgan Way            | 292832 | Active | 4,917.43 |
| 23713 | Ortiz, Hilton/ Teresa                | 303 Evandee Court         | 292836 | Active | -        |
| 23714 | Acosta, Francisco R                  | 309 Evandee Court         | 292844 | Active | 1,645.71 |
| 23715 | Morales, Anselmo                     | 311 Evandee Court         | 292846 | Active | 3,819.99 |
| 23716 | Forca, Anthony S                     | 308 Evandee Court         | 292864 | Active | 767.50   |
| 23717 | Suprez, Norma E                      | 208 Dalton Drive          | 293126 | Active | 2,765.78 |
| 23718 | Rodriguez, Lillian I                 | 1013 Daddington Place     | 293132 | Active | 2,611.48 |
| 23720 | Gonzalez, Eunice/ Ivette             | 1028 Darlington Court     | 293162 | Active | 4,027.51 |
| 23721 | Roure, Rafael/ Lucia L               | 202 Anzio Drive           | 293248 | Active | 1,663.60 |
| 23723 | Munizouette, Ralph/ Evelyn           | 204 Redwood Bark Trail    | 293268 | Closed | -        |
| 23724 | Nordelus, Norlande                   | 407 Flamingo Court        | 293312 | Active | 1,953.17 |
| 23725 | Severe, Kinsly/ Osiane               | 35 Coventry Court         | 293322 | Active | 2,609.98 |
| 23726 | Meredith, Luis A/ Sharon R           | 203 Redwood Bark Trail    | 293324 | Active | 1,297.00 |
| 23727 | Francis, Jean/ Nicole/ Antoinette    | 139 Aurora Court          | 293326 | Closed | -        |
| 23729 | Rodriguez, Bienvenido                | 147 Pompei Drive          | 293338 | Active | 5,371.71 |
| 23730 | Richards-Scott, Christine/ Marc, Col | 1009 Derbyshire Drive     | 293356 | Active | 1,992.66 |
| 23731 | Nogues, Marilyn                      | 531 Plinghurst Cove       | 293482 | Active | 3,200.72 |
| 23735 | Roman, Ismael P/ Gina L              | 474 Marberry Leaf Court   | 293502 | Active | 2,558.63 |
| 23736 | Williams, Filroy/ Deborah A          | 931 Halifax Drive         | 293508 | Active | 1,918.97 |
| 23737 | Caraballe, Esperanza                 | 907 Dartmouth Court       | 293512 | Active | 2,177.94 |

|       |                                     |                           |        |        |          |
|-------|-------------------------------------|---------------------------|--------|--------|----------|
| 23739 | Cuadrado-Mulero, Fliberto/Duchesne  | 726 Paris Drive           | 293524 | Active | 1,812.76 |
| 23740 | Bond, Russell S                     | 679 Heraldo Court         | 293537 | Active | 7,043.40 |
| 23741 | Sanchez, Joseph                     | 705 Bear Way              | 293544 | Active | -        |
| 23742 | Murillo, Nilda                      | 143 Conch Drive           | 293546 | Active | 4,590.17 |
| 23744 | Orsco, Omar                         | 700 Parrot Court          | 293594 | Active | 1,807.00 |
| 23745 | Moya, Naomi I                       | 818 Savona Place          | 293600 | Active | 3,017.04 |
| 23746 | Sinclair Lewis, Carla               | 478 Acacia Tree Way       | 293628 | Active | 1,242.74 |
| 23749 | Rodriguez, Alejandro/ Yessina       | 1132 Chesterfield Court   | 293654 | Active | 4,469.19 |
| 23750 | Parks, Douglas/ Dorothy             | 495 Peppermill Circle     | 293708 | Active | 1,562.95 |
| 23751 | Davis, Cordell M                    | 125 Anzio Drive           | 293722 | Active | 4,783.84 |
| 23752 | Prince, Selma                       | 626 Rosaro Court          | 293728 | Active | 2,592.97 |
| 23754 | Edwards, Charles J/ Wendy J         | 432 Peace Court           | 293738 | Active | 2,091.48 |
| 23755 | Marcus, Arthur                      | 1906 Lakeview Way         | 293754 | Active | 1,847.32 |
| 23756 | Fernandez, Andrea M                 | 8 Herring Court           | 293762 | Active | 2,231.50 |
| 23757 | Drayton, Deirdre                    | 48 Peterlee Court         | 293792 | Active | 2,592.45 |
| 23761 | Akin-Stewart, Ellen T               | 406 Ohio Way              | 293868 | Active | 1,312.99 |
| 23762 | Gonzalez, Benjamin/Soto, Elizabeth  | 1951 Manatee Court        | 293878 | Active | 1,263.18 |
| 23763 | Solis Roldan, Freddy/Berrios Fuente | 546 Brighton Court        | 293894 | Active | 1,540.90 |
| 23764 | Gunter, Leatrice L                  | 67 Andora Court           | 293907 | Active | 4,603.57 |
| 23765 | Gonzalez, Juan I/ Carmen M          | 910 Dartmouth Court       | 293924 | Active | 1,371.75 |
| 23766 | Tapia, Julia/ Lorraine              | 216 Banbury Place         | 293928 | Active | 4,794.37 |
| 23767 | Rahim, Farook/ Maimoon              | 316 Corsica Court         | 293932 | Active | 1,404.30 |
| 23768 | Vilsaint, Marie J Louis-Juene       | 112 Ocean Bluff Drive     | 293958 | Active | 1,447.73 |
| 23769 | Vazquez, Jose/Valle, Marjorie       | 140 Ocean Bluff Drive     | 293986 | Active | 739.00   |
| 23770 | Benitez Sr, Hector L                | 212 Ocean Bluff Drive     | 294037 | Active | 1,837.00 |
| 23771 | Cohen, Mahlon/ Ausra                | 250 Grand Rapids Drive    | 294058 | Active | 755.55   |
| 23772 | Saldivar, Esperanza                 | 422 Marlberry Leaf Court  | 294124 | Active | 35.00    |
| 23774 | Correa, Jorge/ Aida                 | 325 Aylesbury Court       | 294164 | Active | 3,588.09 |
| 23775 | Simon, Theophilus                   | 107 Antio Drive           | 294172 | Active | -        |
| 23776 | Dumitrescu, Marian                  | 419 Marlberry Leaf Avenue | 294192 | Active | 2,852.72 |
| 23777 | Bryan-Grey, Marcia J/Grey, Wilton W | 556 Brighton Court        | 294214 | Active | 4,508.71 |
| 23778 | Marshall, Jacqueline                | 104 Blackpool Way         | 294218 | Active | 4,711.95 |
| 23779 | Sharma, Narendra N/ Karine A        | 133 Mediterranean Court   | 294234 | Active | 1,367.45 |
| 23780 | McLeod, Steffling F                 | 841 Franconville Court    | 294238 | Active | 4,902.18 |
| 23781 | Vargas, Francisca                   | 524 Hummingbird Court     | 294258 | Active | 1,755.37 |
| 23783 | Perez, Walkirie                     | 829 Albi Court            | 294288 | Active | 2,405.65 |
| 23784 | Penaloza, Carlos/ Angelica          | 112 Talavera Lane         | 294295 | Active | 4,868.54 |
| 23785 | Buitrago, Andres C/ Martha          | 454 Acacia Tree Way       | 294312 | Closed | 1,274.36 |
| 23787 | Taylor, Lorraine                    | 379 Aldershot Court       | 294332 | Active | 2,485.28 |
| 23788 | Gambirazio, Joseph C                | 322 Colony Court          | 294382 | Active | 1,627.91 |
| 23789 | Lewis, Bernita                      | 497 Peppermill Circle     | 294406 | Active | 3,454.95 |
| 23790 | Ramus Lebrun, Ramon L               | 733 Caribou Drive         | 294467 | Active | 2,888.09 |
| 23792 | Wise, John/ Michelle                | 931 Stockport Drive       | 294485 | Active | -        |
| 23792 | Korpi, David M/ Jodi G              | 242 Bedford Drive         | 294494 | Active | 1,888.95 |
| 23793 | Strickland, Robert H/ Sandra L      | 221 Bedford Drive         | 294459 | Active | 1,366.43 |
| 23795 | Edwards, Tammy                      | 620 Robin Lane            | 294524 | Active | 3,260.52 |
| 23797 | Geibel, Amanda/ Joseph              | 1322 Dover Drive          | 294554 | Active | 3,418.42 |
| 23798 | Peters, Glen/ Fernce                | 877 Larnac Drive          | 294556 | Active | 4,693.14 |
|       | Rodrigo Saez                        | 405 Bowwell Way           | 294576 | Active | 5,288.57 |
| 23800 | Correa-DuLeon, Guaberto             | 452 Acacia Tree Way       | 294586 | Active | 827.50   |
| 23801 | Cajigas-Corne, Donovan/ Pamela      | 455 Acacia Tree Way       | 294586 | Active | 1,680.77 |
| 23802 | Martinez, Hovany                    | 214 Bedford Drive         | 294594 | Active | 4,769.44 |
| 23802 | Carvajal, Hamelid                   | 215 Banbury Place         | 294762 | Active | 2,479.68 |

|   |                            |        |        |          |
|---|----------------------------|--------|--------|----------|
| 23804 Rodriguez, Jose Alfredo             | 430 Dedlington Court       | 294704 | Active | 2,047.63 |
| 23805 Rivera, Javier                      | 116 Conch Drive            | 294718 | Active | 1,557.75 |
| 23806 Talliver, Lisette/ Denny            | 327 Caen Court             | 294722 | Active | 5,171.19 |
| 23807 Thomas, Mark A/ Karmilita           | 111 Whitehall Way          | 294748 | Active | 2,410.87 |
| 23808 Goudbourne, Carolee/ Ainsworth S    | 4412 Canopy Court          | 294774 | Active | 684.53   |
| 23809 Little, Clinton A                   | 618 Elbridge Drive         | 294802 | Active | 738.00   |
| 23810 Donaldson, Yvonne                   | 381 Aldershot Court        | 294804 | Active | 800.00   |
| 23811 Nourse, Eric                        | 1010 Derbyshire Drive      | 294894 | Active | 3,502.16 |
| 23812 Villacres, Alex B                   | 472 Acacia Tree Way        | 294916 | Active | 6,303.16 |
| 23813 Velez, Flor I                       | 229 Cheshire Court         | 294926 | Active | 1,104.14 |
| 23814 Kerrigan, Kevin                     | 225 Bedford Drive          | 294934 | Active | 2,258.22 |
| 23815 Garcia, Martha M                    | 209 Bromwich Drive         | 294936 | Active | 901.86   |
| 23816 Perez, Hector                       | 655 Mercado Court          | 294966 | Active | 1,755.61 |
| 23817 Francois, Edith/Aicem, Beauvals     | 835 Marquis Court          | 294968 | Active | 3,346.88 |
| 23818 Callender, Keith E/ Marcia A        | 453 Garnet Court           | 294976 | Active | 1,387.47 |
| 23819 Nelson, Marvia P                    | 4401 Evergreen Forest Loop | 294984 | Active | 4,474.19 |
| 23820 Strong, Jeffrey                     | 633 Raven Court            | 295042 | Active | 3,088.17 |
| 23821 Montilla, Wascor/Garcia, Wendy M    | 4403 Canopy Court          | 295056 | Active | 1,846.33 |
| 23822 Volcarcel-Catala, Rosa              | 318 Cornwallis Court       | 295076 | Active | 989.25   |
| 23823 Urizandi Jr, Rodolfo/ Lillian M     | 165 Mediterranean Court    | 295086 | Active | 1,796.44 |
| 23824 Gonzalez, Andres                    | 602 Jura Lane              | 295092 | Active | 2,312.07 |
| 23825 Ramlochan, Kamla L/ Bharath         | 4410 Evergreen Forest Loop | 295106 | Active | 1,560.71 |
| 23828 Dean-Golden, Robin                  | 410 Britten Drive          | 295132 | Active | 2,641.11 |
| 23829 Figuerou, Francisco E               | 347 Montgomery Court       | 295134 | Active | 2,504.77 |
| 23830 Brumell, Vijay P/Baptiste, Rajpattl | 818 Mountbatten Lane       | 295136 | Active | 4,141.05 |
| 23831 Willson, Gloria F                   | 557 Nogales Court          | 295138 | Active | 2,360.17 |
| 23832 Torres, Hector L/Rosa, Iris D       | 135 Carlisle Court         | 295148 | Active | 1,649.22 |
| 23833 Williams, Courtney A                | 4543 Ficus Tree Road       | 295172 | Active | 4,775.07 |
| 23834 Martinez, Ruth L                    | 620 Elbridge Drive         | 295192 | Active | 1,402.43 |
| 23835 Mendez, Ramon                       | 342 Chlorella Court        | 295196 | Active | 2,333.61 |
| 23836 Marrero, Jose I/Rodriguez, Ixomara  | 107 Carlisle Court         | 295222 | Active | 4,481.28 |
| 23837 Miles, Josephine/Smith, Colleen     | 579 Eagle Court            | 295224 | Active | 4,907.24 |
| 23838 Ottenwalder, Carinen                | 306 Cortez Court           | 295232 | Active | 2,354.17 |
| 23839 Santis, Michael J                   | 567 Killmanjaro Drive      | 295252 | Active | 2,418.92 |
| 23842 Aviles, Jorge A/ Lucia I            | 12 Andora Court            | 295284 | Active | -        |
| 23843 Drago, Lidian A/ Miriam             | 935 Cannes Drive           | 295288 | Active | 1,412.66 |
| 23846 Jimenez, Zaida                      | 33 Sawfish Lane            | 295304 | Active | 1,407.33 |
| 23848 Loiselle, Bruno/ Tammy              | 346 Cornwallis Court       | 295344 | Active | 2,283.95 |
| 23849 Pitterson, Beatrice                 | 4405 Evergreen Forest Loop | 295354 | Active | 1,534.59 |
| 23851 Fineiro Varquez, Lyndia's           | 230 Dalton Drive           | 295388 | Active | 5,744.23 |
| 23853 Hernandez, Carlos J/Ortiz, Olga     | 307 Cardiff Drive          | 295418 | Active | 783.85   |
| 23854 Wright Banks, Nadine A              | 333 Baccarat Court         | 295438 | Active | 2,540.38 |
| 23855 Viravong, Saphon A/ Monica          | 643 Gateshead Court        | 295462 | Active | 3,135.30 |
| 23856 Cruz, Juin C/ Isabel A              | 718 Cockatoo Court         | 295464 | Active | 6,293.07 |
| 23857 Laureana, Marie Ivette              | 4 S Flag Court             | 295472 | Closed | 287.00   |
| 23859 Sanchez, Ramon L                    | 516 Elbridge Drive         | 295502 | Active | 3,639.00 |
| 23860 Roman, Johanna                      | 249 Chadworth Drive        | 295506 | Active | 4,973.57 |
| 23861 Miller, Demetrius                   | 548 Nogales Court          | 295508 | Active | 2,588.81 |
| 23862 Custodio, Marcel                    | 846 San Pedro Court        | 295534 | Active | 1,021.50 |
| 23863 Campbell, Joseph/ Zora              | 4526 Ficus Tree Road       | 295552 | Active | 1,577.46 |
| 23865 Moore, Lashandra                    | 1134 Lavour Court          | 295594 | Active | 1,178.57 |
| 23866 Smith Zachary D/Lesnica M Estate Cl | 1013 Panther Drive         | 295606 | Active | 6,174.08 |
| 23867 Rivera, Felix R/Bartana, Norma R    | 638 Raven Court            | 295634 | Active | 2,154.90 |

|  |                            |        |        |          |
|--|----------------------------|--------|--------|----------|
| 23864 Smith, Andrew C                      | 409 Britten Drive          | 295676 | Active | 1,095.47 |
| 23870 Hernandez, Maria G/ Edwin            | 1408 Swift Court           | 295692 | Active | 1,645.42 |
| 23871 Pizarro, Felix                       | 304 Caen Court             | 295708 | Active | 1,957.81 |
| 23872 Sutton, Anita Kay                    | 40 Coventry Court          | 295724 | Active | 3,133.29 |
| 23873 Doley, Balthur                       | 4400 Evergreen Forest Loop | 295728 | Active |          |
| 23874 Campbell, Pauline                    | 4426 Canopy Court          | 295734 | Active | 2,470.84 |
| 23875 Serrano, Wanda/ Domingo              | 103 Burlington Place       | 295742 | Active | 2,616.56 |
| 23876 Brouard, Jean B/ Orlando M           | 206 Anson Drive            | 295746 | Active | 2,158.44 |
| 23877 Edmondson, Ryan L                    | 2751 Cranmoor Drive        | 295772 | Active | 2,597.99 |
| 23879 Cotto Jr, Jose R/ Mariana            | 712 Wedge Lane             | 295822 | Active | 2,470.96 |
| 23880 Lopez, Abelardo/La Torre Rivera, Ada | 715 Pelican Court          | 295842 | Active | 2,326.16 |
| 23881 Cruz, Angel L/ Glenda                | 622 Elbridge Drive         | 295888 | Active | 2,837.89 |
| 23883 Whitt, Kathleen A/Williams, Mark B   | 5 Tuna Lane                | 295912 | Active | 1,445.98 |
| 23884 Williams, Ava/Williams, Ava N        | 220 Churchill Court        | 295914 | Active | 4,847.27 |
| 23885 Martinez, Josephine                  | 636 Floridian Drive        | 295952 | Active | 3,402.85 |
| 23886 Browne, Phillip/Levy, Peaches        | 951 Nancy Court            | 295976 | Active | 3,437.88 |
| 23887 Bressler, Gary M/Vidal, Odys M       | 151 Brixham Court          | 295986 | Active | 2,190.62 |
| 23888 Ylaski, Helen/Garcia, Jose           | 734 Camel Court            | 295992 | Active | 5,417.54 |
| 23889 Escobedo, Juan A/ Migdalla           | 503 Pine Top Place         | 295994 | Active | 946.00   |
| 23891 Soto, Emanuel/ Dorika                | 460 Cardinal Court         | 296012 | Active | 3,121.65 |
| 23893 Sandy, Denise C                      | 1069 Dudley Drive          | 296074 | Active | 3,078.10 |
| 23895 Che, Heng Hua                        | 240 Balboa Drive           | 296111 | Active | 4,385.54 |
| 23898 Mallett, Kevin A/ Denise             | 4578 Ficus Tree Road       | 296168 | Active | 3,411.65 |
| 23899 Polica, Yvon/ Marie C                | 206 Beckenham Drive        | 296178 | Active | 4,313.60 |
| 23900 Valencia, Bernice                    | 1746 Pilchard Drive        | 296226 | Active | 804.39   |
| 23901 Brown-Hypolite, Bernice P            | 4400 Canopy Court          | 296278 | Active | 4,095.78 |
| 23902 Antoine, Emmanuel                    | 4575 Ficus Tree Road       | 296284 | Active | 3,091.49 |
| 23903 Rodriguez, Victor/ Julia M           | 4546 Ficus Tree Road       | 296286 | Active | 507.02   |
| Leslie Cristina Aviles and Jose Mundo      | 323 Kingfish Drive         | 296344 | Active | 878.51   |
| 23906 Pastor, Carlos A/Tavarez, Ana J      | 4423 Canopy Court          | 296352 | Active | 4,104.76 |
| 23909 Morris, Karen A                      | 846 Rosaro Court           | 296376 | Active | 1,797.32 |
| 23910 Rosario, Gelson/ Jose Dolores V      | 706 Squirrel Court         | 296386 | Active | 4,559.19 |
| 23911 Birde, Serge                         | 505 Maggie Lane            | 296422 | Active | 1,066.00 |
| 23912 Davis, Calvert S                     | 375 Aldershot Court        | 296432 | Active | 1,969.28 |
| 23914 Navedo, Maria                        | 106 Burlington Place       | 296482 | Active | 1,772.10 |
| 23915 Hoy, Frederick                       | 727 Farrel Court           | 296498 | Active | 2,577.41 |
| 23916 Bradberry, Paul H/ Terri             | 836 Cabaret Court          | 296522 | Active | 792.00   |
| 23917 Hernandez, Wilfrid                   | 617 Gull Drive             | 296524 | Active | 4,574.51 |
| 23918 Yancey, Annette                      | 437 Peppermill Circle      | 296526 | Active | 1,923.11 |
| 23919 Paul-Emile, Jacqueline               | 207 Amesbury Lane          | 296594 | Active | 516.68   |
| 23920 Ramirez, Germaine/ Isabel Louides    | 619 Elbridge Drive         | 296556 | Active | 1,056.86 |
| 23921 Achan, Janel                         | 927 Cannes Drive           | 296568 | Active | 2,242.16 |
| 23922 Cadeaux, Diane                       | 642 Basingstoke Court      | 296576 | Active | 10.93    |
| 23923 McHerriman, Rose/Michael, Carol      | 233 Grosvenor Court        | 296608 | Active |          |
| 23924 Torres, Mari-Melendez                | 55 Newfish Court           | 296612 | Active | 3,974.46 |
| 23927 Baquero De Mado, Esperanza           | 438 Maggie Court           | 296844 | Active | 691.94   |
| 23928 Martinez, Fabian                     | 681 Elbridge Drive         | 296884 | Active | 3,298.11 |
| 23930 O'Reilly, Colin                      | 1016 Embury Court          | 296890 | Active | 4,761.53 |
| 23931 Spry, Gerald/ Yvonne                 | 1107 Moulton Court         | 296954 | Active | 1,445.47 |
| 23934 Chai, Ching-Ling                     | 852 Sandy Court            | 296956 | Active | 2,119.80 |
| 23935 Vazquez, Francisco/Blanca M. Pina    | 658 Albany Court           | 296966 | Active | 4,526.92 |
| Francisco Dominguez/ Rosa                  | 424 Airport Dr             | 296978 | Active | 1,260.94 |
| 23937 Santiago, Aurelio                    | 530 Glenview Drive         | 297068 | Active | 2,335.97 |



|       |                                    |                                   |        |        |          |
|-------|------------------------------------|-----------------------------------|--------|--------|----------|
|       | Opal Chisolm                       | 1612 Pompano Way                  | 297058 | Active | 2,149.92 |
|       | Garcia, Gloria M/Urban, Frank      | 143 Inconnu Ct                    | 297078 | Closed | 287.00   |
| 23938 | Hannibal, Judith                   | 4577 Ficus Tree Road              | 297096 | Active | 1,974.80 |
| 23939 | Bannister, Garner M                | 520 Brighton Court                | 297098 | Active | 4,470.96 |
| 23940 | Katziger, Richard J                | 687 Lake Marion Golf Resort Drive | 297116 | Active | 1,407.65 |
| 23941 | Villanueva, Luis/ Monica           | 19 Inconnu Drive                  | 297124 | Active | 77.25    |
| 23943 | Rodriguez, Alberto                 | 1005 Orly Drive                   | 297152 | Active | 4,390.67 |
| 23944 | Charles M Haddad Rev Trust         | 330 Aylesbury Court               | 297154 | Active | 2,685.37 |
| 23945 | Jaramillo, Yazmin                  | 1011 Orly Drive                   | 297402 | Active | 1,629.51 |
| 23947 | Ruiz, Antonio/Rivera, Wilmary      | 853 Glastonbury Drive             | 297502 | Active | 3,502.56 |
|       | Parthesius, Henry                  | 1704 Sall Ct                      | 297528 | Active | 1,814.90 |
| 23950 | Santiago, John W/ Jainice          | 1749 Pompano Drive                | 297774 | Active | 2,767.11 |
| 23951 | Rivera, Ingrid                     | 1614 Perdido Court                | 297788 | Active | 1,495.96 |
| 23953 | Ou, Thien                          | 5 Inconnu Drive                   | 297852 | Active | 1,855.74 |
| 23955 | Santiago, Sofia                    | 30 Bradford Court                 | 297986 | Active | 3,150.86 |
| 23956 | Pooransingh, Artoo/ Surujdai       | 354 Aylesbury Court               | 297996 | Active | 2,678.39 |
| 23957 | Bhudial, Arjune                    | 350 Aylesbury Court               | 297998 | Active | 2,411.66 |
| 23959 | Janvier, Marie G                   | 337 Greenwich Court               | 298028 | Active | 1,396.09 |
| 23960 | Lackman, Pamela D                  | 622 Dunlin Lane                   | 298034 | Active | 26.50    |
| 23961 | Wallace, Lorna M                   | 209 Amesbury Lane                 | 298042 | Active | (14.87)  |
| 23962 | Bhudial, Rohan/ Bickram            | 352 Aylesbury Court               | 298044 | Active | 1,470.50 |
| 23963 | Aldoulaye Barro                    | 329 Drum Court                    | 298066 | Active | 1,192.00 |
| 23964 | Castro, Andres                     | 715 Lake Marion Golf Resort Drive | 298074 | Active | 1,811.34 |
| 23966 | Engel, David C/ Deborah C          | 1833 Hudson Court                 | 298098 | Active | 44.66    |
| 23967 | Dyer, Allissa/Hunter, Robert       | 1853 Snapper Drive                | 298104 | Active | 1,161.82 |
| 23968 | Principina Residential, LLC        | 161 Columbia Drive                | 298122 | Active | 2,310.48 |
| 23969 | Sariegn, Manuel/Miranda, Teresa    | 1137 James Way                    | 298124 | Active | 1,514.98 |
| 23970 | Aponte, Michelle                   | 1413 Kissimmee Drive              | 298146 | Active | 5.00     |
| 23971 | Fortado, Robert D                  | 822 Franconville Court            | 298372 | Active | 2,321.40 |
| 23972 | Amode, Pamela/ Oyenyi II           | 502 Brighton Court                | 298386 | Active | 4,497.00 |
| 23973 | Rodriguez, Brenda Liz              | 185 Anzo Drive                    | 298394 | Active | 4,664.00 |
| 23974 | Mills, JonB                        | 805 Franconville Court            | 298402 | Active | 6,354.70 |
| 23977 | Alban, Luis/ Irma                  | 206 Amesbury Lane                 | 298486 | Active | 2,147.48 |
| 23978 | Jones, Joseph/ Angela              | 410 Orlando Lane                  | 298562 | Active | 2,321.76 |
| 23979 | Ortiz Cotto, Ramonita              | 979 Cambridge Court               | 298588 | Active | 1,984.48 |
| 23980 | Landell, Arlene                    | 207 Anson Drive                   | 298602 | Active | 1,905.28 |
| 23982 | Isaac, Yolanda                     | 917 Gillingham Court              | 298622 | Active | 3,404.47 |
| 23983 | Santiago, Luz M                    | 826 Opton Court                   | 298642 | Active | 1,175.50 |
| 23984 | Gonzalez, Manette                  | 1622 Perdido Court                | 298682 | Active |          |
| 23987 | Gibson, Lorenzo                    | 116 Aurora Lane                   | 298778 | Active | 5,888.29 |
| 23988 | Deleon, Jose L/Cruz, Marian C      | 117 Angio Drive                   | 298787 | Active | 4,474.83 |
| 23990 | Korpe, David M/ Jodi R             | 731 Pincon Lane                   | 298788 | Active | 2,843.95 |
| 23991 | Bacone-Woods, Sherry L             | 51 Alicante Court                 | 298844 | Active | 2,617.54 |
| 23992 | Marcha, Lockley                    | 204 Cranbrook Drive               | 298858 | Active | 257.05   |
| 23994 | Gonzalez, Luis A/Montalvan, Carlos | 529 Peace Drive                   | 298894 | Active | 1,545.54 |
| 23995 | Godoy, Juan/ Clara Ines            | 170 Mediterranean Court           | 298912 | Active | 3,381.68 |
| 23996 | Bailey, Clifton S                  | 4521 Ficus Tree Road              | 298914 | Active | 1,393.50 |
| 23997 | Diaz, Jose M/Fountain, Mildred     | 691 Lake Marion Golf Resort Drive | 298952 | Active | 1,402.06 |
| 23998 | Arcia, Jaime                       | 613 Lake Marion Golf Resort Drive | 298954 | Active | 4,478.97 |
| 23999 | Ortiz De Jesus, Raul I             | 1640 Terich Court                 | 298986 | Active | 2,255.04 |
| 24001 | Laloy, Louisy M/Jo...              | 658 Sterling Drive                | 299028 | Active | 2,691.14 |
| 24002 | Savitt, Cheriece                   | 545 Brandon Court                 | 299064 | Active | 1,328.94 |
| 24004 | Salgado, Luis/Salgado, Cristina    | 138 Briarcliff Drive              | 299088 | Active | 2,822.69 |

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|---|------------------------------------|--------|--------|----------|
| 24004 Hicks, April                        | 833 Ogilthorpe Court               | 299094 | Active | 395.22   |
| 24005 Brown, Hyacinth L                   | 424 Canube Drive                   | 299110 | Active | 1,953.94 |
| 24006 Garcia, May Lynn                    | 1009 Durlley Drive                 | 299136 | Active | 4,407.15 |
| 24007 Victory, Junie                      | 1379 Burnley Court                 | 299138 | Active | 1,378.65 |
| 24011 Valles Vega, Mariano                | 145 Carlisle Court                 | 299238 | Active | 1,368.99 |
| 24012 Trinidad, Evelyn                    | 303 Aldershot Court                | 299259 | Active | 908.66   |
| 24014 Gonzalez, Zulma Catala              | 329 Gardenia Court                 | 299786 | Active | 2,367.68 |
| 24016 Orneus, Ghislaine                   | 531 Elbridge Drive                 | 299122 | Active | 2,864.50 |
| 24018 Cruz, Israel                        | 476 Danube Drive                   | 299134 | Active | 2,847.48 |
| 24019 Holman, Brenda A/Alanford, Foronto  | 704 Yucatan Court                  | 299346 | Active | 2,805.91 |
| 24021 Alicea, Jonvani                     | 757 Palaiseau Court                | 299364 | Active | 1,085.27 |
| 24023 Ciambriello, Barbara/Anthony        | 501 Peace Way                      | 299456 | Active | 2,570.18 |
| 24024 Nieves, Ivellisse/Alvarez, Miguel A | 377 Greenwich Court                | 299466 | Active | 4,477.25 |
| 24025 Rampersad, Chitra                   | 199 Aurelia Court                  | 299474 | Active | 1,592.00 |
| 24026 Rampersad, Chitra                   | 197 Aurelia Court                  | 299476 | Active | 1,540.58 |
| 24027 Hernandez, Laura                    | 212 Gorda Court                    | 299484 | Active | 2,315.74 |
| 24028 Martinez, Juan L                    | 1163 Roan Court                    | 299497 | Active | -        |
| 24029 Galloway, Angelina                  | 1102 Roan Court                    | 299524 | Active | 7,433.19 |
| 24030 Hernandez, Rosa                     | 401 Brookfield Drive               | 299544 | Active | 4,459.39 |
| 24031 Nebo, Ernst                         | 428 Ohio Lane                      | 299562 | Active | 4,115.93 |
| 24033 Aciego, Hector/Cortiz, Norma I      | 1104 Najar Lane                    | 299614 | Active | 987.81   |
| 24034 Velez, Tomas/ Felicitia             | 1302 Dunbarton Court               | 299741 | Active | 2,043.48 |
| 24035 Mejia, Maria/ Emerson               | 4406 Canopy Court                  | 299746 | Active | 2,916.31 |
| 24036 Mcmurry, Randall/ Wanda             | 367 Aldershot Court                | 299758 | Active | 4,139.10 |
| 24037 Rodriguez, Glorivere                | 370 Marquee Drive                  | 299816 | Active | 4,266.29 |
| 24038 Cruz, Jose L/ Norma I               | 653 Basingstoke Court              | 299832 | Active | 2,376.87 |
| 24041 Marrero, Jesus M                    | 514 Bassett Drive                  | 299886 | Active | 1,402.06 |
| 24042 Sastre, Juan A/ Luz D               | 771 Yucatan Court                  | 299892 | Active | 2,487.38 |
| 24043 Aiken, Nicole/Midier, Godlin        | 1108 Roan Court                    | 299898 | Active | 1,867.00 |
| 24045 Colon, Daisy                        | 611 Elbridge Drive                 | 299986 | Active | 2,130.90 |
| 24046 Dubresil, Bernadette                | 317 Aldershot Court                | 299996 | Active | 1,736.11 |
| 24048 Menner Sr, Luis A                   | 520 Cardinal Drive                 | 300004 | Active | 1,847.17 |
| 24049 Pineda, Juan/ Elisa I               | 735 Palaiseau Court                | 300008 | Active | 1,994.16 |
| 24050 Blackmon, Missy Nicole              | 645 Midiron Drive                  | 300116 | Active | 4,275.83 |
| 24051 Hansen, Dawn L/Pietrzak, James      | 510 Parsley Court                  | 300123 | Active | 2,879.45 |
| 24054 Alabre, Joseph E                    | 102 Turin Way                      | 300389 | Active | 307.00   |
| 24055 Nieves, Rafael/ Elizabeth           | 1163 Normandy Drive                | 300396 | Active | 4,751.05 |
| 24057 Pagan, Charles                      | 3201 Lake Marion Golf Resort Drive | 300431 | Active | 3,513.54 |
| 24059 Small Callender, Glorine            | 1135 Dartford Drive                | 300585 | Active | 1,326.90 |
| 24061 McCalla, Deano V                    | 108 Mediterranean Court            | 300676 | Active | 1,690.83 |
| 24062 Quinones, Giovanni                  | 907 Gloucester Court               | 300732 | Active | 3,148.19 |
| 24063 Casallero, Sergio Luis              | 470 Cardinal Court                 | 300746 | Active | 934.78   |
| 24064 Lawson, Louis/ Aleatha J            | 433 Magnie Court                   | 300802 | Active | 2,977.13 |
| 24066 Tai, Patrick/ Kim                   | 673 Elbridge Drive                 | 300893 | Active | 1,157.43 |
| 24067 Baptiste, Jean                      | 306 Ashburton Way                  | 300978 | Active | 1,537.27 |
| 24069 Caraballo, Jorge I.                 | 770 Pelican Court                  | 301257 | Active | 1,041.68 |
| 24070 Maira, Wilkes A/Sone, Elizabeth     | 318 Dogfish Court                  | 301348 | Active | 2,407.94 |
| 24071 Torres, Doris Paola                 | 1721 Minnow Court                  | 301368 | Active | 1,402.06 |
| 24072 Moser, Carlette J                   | 429 Spike Court                    | 301381 | Active | 1,674.17 |
| 24074 Broomes, David A                    | 21 Flatfish Drive                  | 301502 | Active | 1,784.38 |
| 24075 Perez, Wilfredo/Merced, Evelyn      | 256 Abbotsbury Drive               | 301593 | Active | 2,422.87 |
| 24077 Hierrot, Rene/ Gorda                | 375 Aldershot Court                | 301607 | Active | 2,429.73 |
|   | 331 Ashburton Way                  | 301768 | Active | 4,019.07 |

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|--|-----------------------|--------|--------|----------|
| 24078 Gonzalez, David                                | 307 Aldershot Court   | 301775 | Active | 3,377.52 |
| 24079 Polanco, Antonio                               | 218 Beckenham Drive   | 301817 | Active | 2,896.25 |
| 24082 Prince, Michael                                | 901 Gloucester Court  | 302036 | Active | 1,305.11 |
| 24083 Williams, Renee                                | 725 Hawk Lane         | 302027 | Active | 2,465.74 |
| 24084 Miller, Elizabeth                              | 707 Del Ray Drive     | 302041 | Active | 4,489.43 |
| 24086 St Fleur, Joachim/ Sa'enge                     | 224 Beckenham Drive   | 302223 | Active | 2,450.17 |
| 24088 Dalton, Nancy A                                | 144 Spoonbill Court   | 302335 | Active | 1,068.42 |
| 24089 Flagg, Jennifer J/ James Kenneth               | 13 Sequoia Way        | 302394 | Active | 1,853.74 |
| 24091 Diaz, Patricia M                               | 501 Nogales Court     | 302461 | Active | (1.35)   |
| 24092 Torres-Molina, Sixto                           | 235 Cheshire Court    | 302538 | Active | 1,374.28 |
| 24095 Dawkins, Errol/ Wanda                          | 609 Notre Dame Way    | 302580 | Active | 1,229.70 |
| 24096 Valcin, Gerda B                                | 24 Bolton Court       | 302643 | Active | 1,899.50 |
| 24097 Noriega, Jesus/ Maria I Gordon, Colie & Sandra | 912 Dartmouth Court   | 302664 | Active | 1,777.74 |
| 24098 Hornbuckle, Jeremy L/ Marie                    | 152 Briardcliff Dr    | 302762 | Active | 1,697.00 |
| 24101 Cabrera, Ana Maria/Jara, Carlos A              | 431 Ohio Way          | 302811 | Active | 1,509.37 |
| 24102 Lafontant, Ben/Laurent, Sylvana                | 616 Jaguar Court      | 302965 | Active | 2,779.68 |
| 24103 Aich, Idalla S/ Abraham M                      | 808 Hamster Place     | 302979 | Active | 2,541.53 |
| 24104 Howell, Andrew R/ Juliann                      | 945 Louvre Court      | 302993 | Active | 557.00   |
| 24105 Rodriguez, Waldemar                            | 429 Blomfield Drive   | 303042 | Active | 1,384.41 |
| 24107 Prince, Raphael/Mulke, Eunide D                | 1725 Pompano Drive    | 303084 | Active | 1,548.74 |
| 24108 Gic Financial, LLC                             | 702 Swallow Lane      | 303147 | Active | 3,363.26 |
| 24109 Santana, Jose                                  | 364 Aldershot Court   | 303175 | Active | 3,623.67 |
| 24112 Oleaga, Rafael/Marites, Nancy                  | 1645 Tench Court      | 303266 | Active | 2,113.36 |
| 24113 Diaz, Beatrice                                 | 483 Danube Drive      | 303497 | Active | 1,145.52 |
| 24115 Simmonds, Beverly A                            | 584 Finch Court       | 303665 | Active | 1,402.06 |
| 24116 Valentin, Hector/Laloy, Nikla                  | 737 Lucaya Drive      | 303721 | Active | 1,644.34 |
| 24117 Paulilla, Roberto                              | 790 Platypus Court    | 303761 | Active | 1,291.50 |
| 24119 Ortiz Roche, Margarita                         | 3419 Sarasota Drive   | 303805 | Active | 2,941.38 |
| 24121 A-1 Investments Of Koonmoo, Inc                | 24 Sawfish Court      | 303840 | Active | 4,704.14 |
| 24122 Gonzalez, Jose E                               | 2636 Medaniel Drive   | 303994 | Active | 4,291.56 |
| 24123 Figueroa, Nephemias/Bibot, Maria F             | 314 Ferrara Court     | 304022 | Active | 1,973.87 |
| 24124 Ponce, Lourdes S                               | 1956 Minaret Drive    | 304281 | Active | 2,153.53 |
| 24126 Dias, Henry A/ Maryann                         | 423 Mallard Lane      | 304547 | Active | 3,415.00 |
| 24127 Edwards, Hazel (Estate Of)                     | 119 Briardcliff Drive | 304659 | Active | 3,890.00 |
| 24128 McLawrence, Cosmos/ Patricia                   | 506 Cardinal Drive    | 304680 | Active | 1,307.70 |
| 24129 Figueroa, Javier/Dic Leon, Elizabeth           | 111 Redwing Court     | 304743 | Active | 1,846.37 |
| 24134 Kelly, Michael L/ April M                      | 649 Parakeet Court    | 304876 | Active | 2,800.03 |
| 24137 Martinez, Eugenio                              | 316 Anchovy Court     | 305051 | Active | 2,684.26 |
| 24138 Estela, Javier/ Aida                           | 1957 Myakka Court     | 305177 | Active | 267.01   |
| 24141 Alexandre, Lucette I                           | 135 Aurora Court      | 305212 | Active | 70.00    |
| 24142 Menzies, Karlene I                             | 1042 Darlington Court | 305310 | Active | 2,846.41 |
| 24144 Diaz, Yanira/Suarez, Alvaro                    | 1833 Superior Way     | 305387 | Active | 4,576.33 |
| 24146 Glimmoutsos, Nicholas                          | 419 Ferrara Court     | 305405 | Active | 1,712.35 |
| 24145 Mays, Pamela L                                 | 575 Koala Drive       | 305472 | Active | 5,293.57 |
| 24148 Henry, Jacques A/ Marie M                      | 733 Vicky Lane        | 305471 | Active | 19.00    |
| 24147 Ponce, Fernando                                | 216 Abbotsbury Drive  | 305503 | Active | 2,150.00 |
| 24149 Rose, Peter/Melrose II, Rose, Suzanne          | 2428 Teal Drive       | 305562 | Active | 3,415.00 |
| 24149 Gordon, Louise/ Lisa                           | 218 Anson Drive       | 305611 | Active | 1,306.09 |
| 24150 Grada, Victor/ Eduardo                         | 905 Canines Drive     | 305723 | Active | 2,405.00 |
| 24151 Mugar, Kenneth M/ George M                     | 1156 Capistrano Drive | 305821 | Active | 2,472.03 |
| 24153 Hernandez, Victor M/ Manuel                    | 700 Talin Drive       | 305877 | Active | 1,447.00 |
| 24155 Johnson, Rosamaria P/O, Raymond                | 497 Batten Drive      | 305989 | Active | 6,312.26 |
|  | 247 Anson Drive       | 306059 | Active | 3,621.03 |

|  |                                    |        |         |          |
|--|------------------------------------|--------|---------|----------|
| 24156 Redmond, Paul                        | 7101 Lake Marion Golf Resort Drive | 306136 | Suspens | 661.00   |
| 24158 Tulloch, Donovan                     | 9201 Lake Marion Golf Resort Drive | 306206 | Active  | 412.36   |
| 24159 Dozier, Mishawn                      | 10202 Indian Creek Drive           | 306227 | Active  | 2,286.31 |
| 24160 Federal National Mortgage Assn       | 17101 Indian Creek Drive           | 306416 | Active  | 1,197.26 |
| 24167 Mikell, Deron/Mihalko, Jennifer L    | 1905 Lakeview Place                | 306661 | Active  | 4,223.17 |
| 24164 Khan, Saifaz                         | 775 Mink Court                     | 306801 | Active  | 4,264.22 |
| 24170 Freeman, Elizabeth (Estate Of)       | 656 Koala Court                    | 307109 | Active  | 2,756.14 |
| 24172 Bamfield, Shawnette                  | 364 Aylesbury Court                | 307179 | Active  | 1,295.50 |
| 24174 Smith, Lorna                         | 724 Palaiseau Court                | 307438 | Active  | 1,201.34 |
| 24175 Millan Rodriguez, Francisco J        | 985 S Rennes Court                 | 307445 | Active  | 4,578.39 |
| 24176 Journett Jr, Louis H                 | 117 Bonito Way                     | 307466 | Active  | 2,877.85 |
| 24181 Reynolds, Roberto A                  | 636 S Del Monte Court              | 307781 | Active  | 3,260.95 |
| 24183 Leon, Martin R/ Gloria E             | 374 Puffer Court                   | 307802 | Active  | 2,881.53 |
| 24186 Grignon, Iselyn/Bernard, Jonathan A  | 325 Aldershot Court                | 308068 | Active  | 1,667.93 |
| 24187 Maxwell, Betty                       | 939 Gascony Court                  | 308089 | Active  | 3,656.20 |
| 24188 Kumar, Manooj/ Bhanwalle             | 723 Harland Court                  | 308110 | Active  | 2,394.38 |
| 24189 Gonzalez, Carlos/Torres, Ruth        | 212 Chillingham Lane               | 308159 | Active  | 4,610.07 |
| 24191 Vicenty Rodriguez, Vivian            | 637 Gull Drive                     | 308236 | Active  | 3,002.09 |
| 24192 Romero, Manuel/ Maria L              | 347 W Aster Court                  | 308313 | Active  | 1,523.88 |
| 24193 Cisneros, Baldomar                   | 1502 Lakeland Place                | 308348 | Active  | 4,420.71 |
| 24194 Vallacares, Karia A                  | 392 Cocoa Court                    | 308387 | Active  | 1,570.88 |
| 24195 Sanchez, Jorge/ Maria E              | 650 Brookton Drive                 | 308628 | Active  | 6,280.34 |
| 24196 Carrasquillo, Heriberto/Ramirez, Luz | 303 Colony Court                   | 308711 | Active  | 2,779.68 |
| 24198 Arnold, Maria                        | 710 Hamster Court                  | 308901 | Active  | 4,537.25 |
| 24200 Moh, Mithleshwarie B/ Deolall        | 614 Parakeet Court                 | 308992 | Active  | 3,460.24 |
| 24202 Cruz, Wilfredo                       | 193 Anzio Drive                    | 309188 | Active  | 2,671.28 |
| 24203 Wiley, Mollie/Clark, Hosea           | 307 Erie Drive                     | 309195 | Active  | 1,001.49 |
| 24204 Del Castillo, Ricardo                | 110 Mediterranean Court            | 309223 | Active  | 2,016.32 |
| 24205 Spanio, Marcus/ Lakeisha             | 401 Ohio Lane                      | 309265 | Active  | 4,781.78 |
| 24206 Jimenez, Carlos A                    | 1117 Munster Court                 | 309273 | Active  | 3,489.76 |
| 24207 Arteaga, Eduardo J/Arana, Jasmin     | 627 Elbridge Drive                 | 309384 | Active  | 71.68    |
| 24209 James, Brian                         | 214 Abbotsbury Drive               | 309573 | Active  | 2,872.06 |
| 24210 Caraballo, Maria                     | 244 Anson Drive                    | 309580 | Active  | 2,045.39 |
| 24211 Luis, Maria C                        | 660 Floridian Drive                | 309594 | Active  | 1,557.00 |
| 24212 Gonzalez, Nancy/ Carlos              | 2 Cecilia Way                      | 309629 | Closed  | *        |
| 24214 Cruz, Enny/Valentin. Bienvenido      | 444 Albatross Court                | 309685 | Active  | 6,783.74 |
| 24215 Cruz Sr, Jose L/ Norma I             | 240 Bedford Drive                  | 309692 | Active  | 345.01   |
| 24216 Gonza ex, Albert                     | 9 Bolton Court                     | 309699 | Active  | 3,412.12 |
| 24217 Noel, Dayana/Peret Noel, Jajaira     | 318 Caen Court                     | 309734 | Active  | 5,483.01 |
| 24218 Crespo Velez, James                  | 808 Valnera Court                  | 309804 | Active  | 1,628.72 |
| 24220 Menplaisir, Milda/Elysee, Mekenson   | 473 Rio Grande Lane                | 309986 | Active  | 2,316.21 |
| 24224 Delvalle, Juan B                     | 726 Pelican Court                  | 310259 | Active  | 5,348.05 |
| 24225 Chavez, Benjamin                     | 746 Leopard Court                  | 310308 | Active  | 1,872.02 |
| 24226 Fairhomes Pearl Properties Llc       | 321 Anchovie Court                 | 310385 | Active  | 1,398.07 |
| 24227 Bailey, Michael                      | 310 Aldershot Court                | 310462 | Active  | 4,660.09 |
| 24229 Seide-Bernadel, Yvette               | 630 Elbridge Drive                 | 310504 | Active  | 6,193.77 |
| 24230 Richardson, Lucette                  | 425 Bridgewater Court              | 310630 | Active  | 2,924.37 |
| 24232 Roldan, Darsana/ Kalyani L           | 169 Albany Drive                   | 310875 | Active  | 1,397.37 |
| 24233 Lewis, Arthur                        | 1906 Escambia Lane                 | 310938 | Active  | 1,898.50 |
| 24234 Muniz, Hector/Armando, Ivonne        | 605 Maple Lane                     | 310980 | Active  | 1,402.65 |
| 24235 Hernandez, Melitta                   | 37 Sawfish Court                   | 310994 | Active  | 747.57   |
| 24239 Davila, Jorge L                      | 213 Anson Drive                    | 311302 | Active  | 4,667.09 |
| 24240 Jean-Jacques, Guy                    | 447 Peace Court                    | 311428 | Active  | 3,414.30 |

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|--|------------------------|--------|--------|----------|
| 24244 Joaquin-Camero, Joselyn          | 1925 Michigan Court    | 311750 | Active | 948.50   |
| 24245 Carli, Jerry                     | 1206 Caribbean Drive   | 311771 | Active | 4,412.96 |
| 24246 De Louler, Katherine M           | 614 Bromedary Court    | 311834 | Active | 1,406.31 |
| 24248 Del Valle, William Cruz          | 225 Canterbury Court   | 311918 | Active | 1,684.57 |
| 24249 Charles M Haddad Rev Trust       | 937 Cannes Drive       | 311925 | Active |          |
| 24251 Diaz, Sylvia/Yaech, Vladimir M   | 508 Albatross Drive    | 312009 | Active | 4,573.26 |
| 24252 Fairhomes Sunshine Housing Llp   | 677 Elbridge Drive     | 312016 | Active | 2,392.27 |
| 24253 Quinones, Carmen O               | 733 Bromedary Drive    | 312191 | Active | 1,791.50 |
| 24254 Beecher, Frank/ Avery            | 1612 Redfin Drive      | 312233 | Active | 2,312.17 |
| 24255 Nguyen, Viet/ Dao T              | 631 Gull Drive         | 312394 | Active | 7,334.12 |
| 24256 Blugh, Cleophas/ Delcia          | 548 Parakeet Court     | 312401 | Active | 2,312.78 |
| 24257 De La Rosa, Edwin/ Sandra        | 48 Bolton Court        | 312450 | Active | 2,209.45 |
| 24259 Vega, Zaida M (P.O.A.)           | 1209 Amazon Lane       | 312492 | Active | 2,769.62 |
| 24260 Danow, Adam J/ Sarah             | 813 Ognon Court        | 312560 | Active | 1,767.00 |
| 24261 Castillo, Nora I                 | 759 Parrot Court       | 312639 | Active | 4,370.49 |
| 24262 Harriott, Robert O/ Barbara E    | 636 Raisingstoke Court | 312683 | Active | 4,615.15 |
| 24263 Araujo, Fernando Sampedro        | 1835 Hudson Court      | 312765 | Active | 2,151.60 |
| 24270 Poinciana Residential, Llc       | 230 E Aster Court      | 313031 | Active | 2,315.48 |
| 24271 Brown, Jessica E                 | 807 Nelson Drive       | 313080 | Active | 5,154.71 |
| 24272 Arias, Daniel                    | 653 Floridian Drive    | 313115 | Active | 6,249.72 |
| 24273 Fenner, Hillary H                | 415 Hunter Circle      | 313150 | Active | 2,846.73 |
| 24274 Vega, Arnaldo                    | 411 Mallard Way        | 313157 | Active | 1,297.00 |
| 24276 Menelas, Gertha                  | 728 Abbotsbury Drive   | 313325 | Active | 3,659.41 |
| 24277 Cadet, Marie Laina               | 640 Lynnet Court       | 313458 | Active | 3,445.42 |
| 24278 John, Aloysius/ Maria            | 711 Martin Lane        | 313472 | Active | 2,676.02 |
| 24279 Jean, Fritzber/ Njireille        | 513 Bassett Drive      | 313507 | Active | 2,807.10 |
| 24280 Castillo, Felix/ Yuvanka Z       | 750 Palaiseau Court    | 313535 | Active | 2,083.36 |
| 24281 Rosario, Victor J                | 1420 Real Drive        | 313577 | Active | 205.00   |
| 24282 Diaz-Medina, Frances             | 1380 Burnley Court     | 313584 | Active | 889.00   |
| 24284 Mora, Raul/ Rosario              | 457 Maggie Court       | 313626 | Active | 3,560.69 |
| Maldonado, Orlando/Rodriguez Wand.     | 706 Parrot Ct          | 313647 | Active | 1,342.66 |
| 24285 S & R Realty, Llc                | 1951 Michigan Drive    | 313717 | Active | 1,607.49 |
| 24286 Garcia, Edwin                    | 410 Naples Court       | 313983 | Active | 2,581.47 |
| 24288 Ellis, Marlene                   | 644 Gull Drive         | 314081 | Active | 4,476.10 |
| 24289 Rahman, Yolanda/Thomas, Devon    | 772 Pelican Court      | 314107 | Active | 3,014.18 |
| 24290 Burgos, Yesenia                  | 1601 Minnow Lane       | 314319 | Active | 2,886.64 |
| 24291 Myers, Vanessa/ Jake             | 216 Anson Drive        | 314326 | Active | 1,549.71 |
| 24292 Salvaluco, Ricardo J/ Raquel     | 1024 Darlington Court  | 314396 | Active | 638.00   |
| 24293 Chin, Hiewie/ Jewel O            | 407 Bay Leaf Drive     | 314536 | Active | 1,840.95 |
| 24294 Poinciana Residential, Llc       | 1601 Pilchard Court    | 314557 | Active | 2,315.48 |
| 24295 Rosenfield, Daniel               | 441 Bay Leaf Drive     | 314662 | Active | 2,322.18 |
| 24296 Fannie Mae                       | 418 Bay Leaf Drive     | 314767 | Active | 1,851.77 |
| 24297 Thompson, Terrelle               | 411 Cheatham Drive     | 315415 | Active | 1,776.31 |
| 24298 Medina, Raul/ Adriela            | 761 Bromedary Drive    | 315369 | Active | 1,517.00 |
| 24301 Romero, Julio                    | 127 Anja Drive         | 315719 | Active | 1,127.33 |
| 24302 Joseph, Lonnelle P               | 212 Beckenham Drive    | 315747 | Active | 2,264.58 |
| 24303 Fleming, Michelle A/ Anthony M   | 672 Muskrat Drive      | 315758 | Closed | 168.00   |
| 24306 Valle, Elizabeth/ Edwin          | 201 Churchill Court    | 316020 | Active | 789.00   |
| 24307 Altius, Rick/Nugent, Nikisha     | 726 Martin Lane        | 316124 | Active | 2,662.34 |
| 24309 Williams, Wayne Winston          | 405 Danube Way         | 316195 | Active | 4,448.13 |
| 24310 Federal National Mortgage Assoc. | 716 Squirrel Court     | 316217 | Closed | 412.00   |
| 24311 Valerio, Muriel                  | 603 Brockton Drive     | 316277 | Active |          |
| 24313 Thompson, Eric H                 | 1465 Swan Court        | 316377 | Active | 342.00   |

|       |                                      |                                   |        |        |          |
|-------|--------------------------------------|-----------------------------------|--------|--------|----------|
| 24315 | Nau, Simon P/ Evaudie G              | 314 Aldershot Court               | 316461 | Active | 4,704.77 |
| 24316 | Augustin, Jean B/ Marie E            | 606 Bluebill Lane                 | 316517 | Active | 4,540.03 |
| 24317 | Destine, Gastlinea                   | 1031 Heron Court                  | 316580 | Active | 3,202.43 |
| 24318 | Cummins, Kenneth/ Carol              | 2157 Mystic Ring Loop             | 316587 | Active | 1,685.51 |
| 24320 | Perez, Sergio                        | 10 Tamiami Way                    | 316629 | Active | 4,466.62 |
| 24321 | Thompson, Vivian                     | 619 Bluebill Court                | 316846 | Active | 3,157.87 |
| 24322 | Montes-Diaz, Miguel                  | 54 Dorset Drive                   | 316937 | Active | 2,078.26 |
| 24323 | Scantlebury, Edwin/ Georgianna       | 475 Canube Drive                  | 317182 | Closed | 297.00   |
| 24324 | Dupont, Laurene                      | 1354 Dunbarton Court              | 317280 | Active | 4,323.74 |
| 24325 | Calvo, Luis M/ Nicoleta E            | 615 Parakeet Court                | 317301 | Active | 2,879.33 |
| 24326 | Alvarado, Deciret/ Perez, Angel      | 713 Harland Court                 | 317385 | Active | 2,137.00 |
| 24327 | Diaz, Domingo                        | 441 Magpie Court                  | 317399 | Active | 3,457.50 |
| 24328 | Noel-Jeune, Guima                    | 604 Kilimanjaro Drive             | 317504 | Active | 2,479.90 |
| 24329 | Pradine, Laura                       | 950 Louvre Court                  | 317511 | Active | 1,518.33 |
| 24332 | Lopez, Luisa L                       | 570 Kingfisher Drive              | 317595 | Active | 2,269.41 |
| 24333 | Estrada, Edgar O                     | 462 Flamingo Court                | 317609 | Active | 1,624.08 |
| 24334 | Soto, Maria De Los Angeles           | 749 Leonardo Court                | 317994 | Active | 4,319.97 |
| 24335 | Sadaghi, Mostafa/ Perez, Magaly      | 314 Snook Way                     | 318001 | Active | 4,177.53 |
| 24339 | Cruz, Harry/ Martinez, Rachel        | 240 Beckenham Drive               | 318141 | Active | 4,326.08 |
| 24340 | Cruz, Harry/ Martinez, Rachel        | 238 Beckenham Drive               | 318148 | Active | 2,892.48 |
| 24341 | Paul, Odine/ Louisida                | 1104 Murat Place                  | 318162 | Active | 3,363.55 |
| 24342 | Lopez, Andrea                        | 720 Del Ray Drive                 | 318176 | Active | 1,265.74 |
| 24343 | McCarthy, John C/ Linda P            | 561 Gascony Court                 | 318204 | Active | 2,713.78 |
| 24344 | Seonnam, Eshwarnan                   | 506 Imperial Place                | 318253 | Active | 1,966.81 |
| 24345 | Rodriguez, Ana                       | 738 Del Rio Way                   | 318393 | Active | 4,707.25 |
| 24347 | Valentin, Sheila                     | 117 Bianca Court                  | 318519 | Active | 1,200.55 |
| 24348 | Cardona, Roquell/ Alejandro          | 434 Short Drive                   | 318547 | Active | 1,666.20 |
| 24350 | Palmer-Smith, Velma/ Smith, Nigel C  | 514 Finch Lane                    | 318659 | Active | 10.64    |
| 24351 | Mathura, Noel/ Ramkrith, Joycelyn    | 1908 Michigan Court               | 318673 | Active | 2,869.01 |
| 24353 | Acevedo, Adiala L                    | 913 Hendon Place                  | 318750 | Active | 34.47    |
| 24354 | Gordon, Maureen                      | 260 Beckenham Drive               | 318869 | Active | 4,574.21 |
| 24355 | Gordon, Maureen                      | 258 Beckenham Drive               | 318876 | Active | 4,401.51 |
| 24356 | Parker, Elizabeth L                  | 523 Bromley Court                 | 318883 | Active | 2,884.37 |
| 24357 | Vargas, Maria                        | 545 Koala Drive                   | 318960 | Active | 5.00     |
| 24358 | Malcolm, Twanda L                    | 301 Clermont Drive                | 319002 | Active | 2,491.18 |
| 24359 | Gonzalez, Dora/ Penuela, Marion      | 837 Del Prado Drive               | 319086 | Active | 2,304.31 |
| 24360 | Belhancourt, Marise/ Santana, Ruben  | 623 Lake Marion Golf Resort Drive | 319128 | Active | 4,050.86 |
| 24361 | Price, Geoffrey D                    | 609 Midiron Drive                 | 319156 | Active | 2,758.19 |
| 24362 | Bird, Carol V/ Winsome               | 20 Andora Court                   | 319177 | Active | 2,317.74 |
| 24363 | Phares Montalvo, Joseph              | 525 Elbridge Place                | 319219 | Active | 1,304.31 |
| 24364 | Byles, Donna                         | 927 Halifax Drive                 | 319240 | Active | 2,361.24 |
| 24366 | Calle, Esteban C/ Maria S            | 512 Partridge Drive               | 319289 | Active | 2,779.58 |
| 24367 | Perez, Anshel/ Carlos                | 512 Hummingbird Court             | 319366 | Active | 1,651.72 |
| 24368 | Davis, Eula A                        | 608 Mallard Lane                  | 319367 | Active | 4,310.81 |
| 24369 | Foran, Hubert                        | 376 Cambridge Court               | 319471 | Active | 3,372.01 |
| 24370 | Della Rocca, Patricia Ann            | 301 Mariana Way                   | 319541 | Active | 2,588.05 |
| 24371 | Cruz, Angel/ Aquino Rodas, Graham M  | 224 Dalton Drive                  | 319604 | Active | 1,562.16 |
| 24373 | Simuels, Sabrina S                   | 121 Redwing Court                 | 319818 | Active | 570.00   |
| 24374 | Bresler, Strette                     | 312 Erie Lane                     | 319863 | Active | 1,438.03 |
| 24375 | Montalvo, Jose A/ Gonzalez, Yennaris | 211 Dalton Drive                  | 319912 | Active | 4,268.74 |
| 24376 | Sundbjae Bistau, Ramon               | 755 Derbyshire Drive              | 319996 | Active | 2,822.80 |
| 24377 | Engels, Ronald/ Lavonia              | 418 Jay Court                     | 320073 | Active | 3,263.17 |
| 24378 | Peters, Jasmine D                    | 1936 Michigan Court               | 320117 | Active | 1,854.24 |

|   |                          |        |        |          |
|---|--------------------------|--------|--------|----------|
| 24379 West, Ruth                          | 505 Kingfisher Drive     | 320234 | Active | 2,197.49 |
| 24380 Aristizabal, Marta L                | 446 Lark Court           | 320241 | Active | 2,565.82 |
| 24381 Mendez, Felix                       | 730 Leonardo Court       | 320262 | Active | 1,013.20 |
| 24382 Madera, Jesus                       | 300 Ferrara Court        | 320521 | Active | 933.52   |
| 24383 Maya, Windell/ Brenda L             | 1194 Cambourne Drive     | 320654 | Active | 1,366.21 |
| 24384 Gracia-Vega, Betsy Del Carmen       | 659 Deauville Court      | 320703 | Active | 3,453.12 |
| 24385 Gervilien, Lemonese                 | 475 Martiques Drive      | 320850 | Active | 4,320.81 |
| 24386 Cruz Mena, Moises                   | 446 Arkansas Court       | 320899 | Active | 3,410.23 |
| 24387 Alicea, Fernando/ Ruth              | 506 Albertville Court    | 320920 | Active | 1,501.64 |
| 24388 Hyllton, Charles A                  | 1001 Eiffel Lane         | 320990 | Active | 331.30   |
| 24389 Feliciano, Josue/Sobrado, Lydia     | 342 Snook Way            | 321116 | Active | 1,837.51 |
| 24390 Baptiste, Myrtha J/Jean-Louis, Yves | 572 Oak Branch Circle    | 321200 | Active | 1,282.13 |
| 24391 Torres, Carmen                      | 760 Palaiseau Court      | 321263 | Active | 2,245.23 |
| 24392 Santiago, Jose J                    | 505 Bassett Drive        | 321312 | Active | 3,532.14 |
| 24393 Rogers, Richard/ Zahida             | 349 Corsica Court        | 321529 | Active |          |
| 24395 Chery, Jean                         | 420 Maggle Court         | 321578 | Active | 1,617.00 |
| 24397 Torres, Jose A/ Theresa A           | 388 Colonnade Court      | 321683 | Active | 702.70   |
| 24398 Velazquez, Maria A/ Eduardo         | 114 Redwing Court        | 321690 | Active | 4,120.06 |
| 24399 De Velez, Dolores M                 | 534 Koala Drive          | 321746 | Active | 3,177.19 |
| 24400 Ku Molina, Marlene/Ku, Enrique      | 635 Caribou Court        | 321753 | Active | 1,409.82 |
| 24401 Nunes, Kelly                        | 464 Dove Drive           | 321774 | Active | 4,656.53 |
| 24402 Bisnath, Richard/ Bibi              | 807 Carrousel Lane       | 321809 | Active | 2,875.67 |
| 24403 Dutan, Irsiry/Espinal, Alexander    | 471 Cardinal Court       | 321816 | Active | 1,404.30 |
| 24404 Scott, Christopher T                | 941 Gascony Court        | 321830 | Active | 3,674.44 |
| 24405 Willis, Ashley L                    | 641 Bittern Court        | 321858 | Active | 3,756.31 |
| 24406 Tate, Stephen                       | 713 Gazelle Way          | 321914 | Active | 2,295.28 |
| 24408 Charlton, Norrel C/ Jean E          | 528 Elbridge Place       | 322131 | Active | 4,277.06 |
| 24410 Lucena, Juan C                      | 1954 Myaska Court        | 322285 | Active | 4,320.81 |
| 24411 Caraballo, Eric/ Wanda              | 1009 Embury Court        | 322341 | Active | 1,960.00 |
| 24412 Barker, Mark                        | 422 Lakeview Road        | 322390 | Active | 2,519.49 |
| 24413 Febo, Yasire                        | 406 Maggle Court         | 322453 | Active | 252.00   |
| 24414 Mohabeer, Jowel/Ramsami, Veral      | 1910 Michigan Court      | 322467 | Active | 4,333.22 |
| 24415 Conly, Sylvia                       | 507 Britton Drive        | 322474 | Active | 1,909.02 |
| 24416 Rivera, Efrain/ Milagros            | 746 Americana Court      | 322495 | Active | 3,092.82 |
| 24417 Cesar, Patrick                      | 205 Great Yarmouth Court | 322530 | Active | 3,450.56 |
| 24418 Poinciana Residential, Lc           | 844 Hudson Valley Drive  | 322656 | Active | 2,315.48 |
| 24419 Guzzo, Mariluz                      | 1714 Pompano Drive       | 322684 | Active | 2,332.25 |
| 24420 Gonzalez, Amanda                    | 1817 Manilla Court       | 322698 | Active | 2,020.98 |
| 24422 Reyes, Jeffrey Q                    | 753 Pelican Court        | 322845 | Active | 1,851.27 |
| 24423 Dolce, Philomena/Conlie, Frantz     | 406 Ohio Lane            | 322873 | Active | 4,124.89 |
| 24424 Tottler, Jean S/ Oles               | 1933 Manatee Drive       | 322887 | Active | 1,684.70 |
| 24425 Bennett, Ricardo/ Marisol           | 1153 St Tropez Court     | 323060 | Active | 292.00   |
| 24426 Ramos, Frankie/ Nelson              | 52 St Andrews Court      | 323097 | Active | 4,545.31 |
| 24427 Kwiklesian, Solomon/ Valerie        | 723 Hudson Valley Drive  | 323173 | Active |          |
| 24428 Gay, Gerson/Denesters, Mirela B     | 469 Colden Court         | 323237 | Active | 692.00   |
| 24429 Raffaele, John G/ Tammy A           | 1218 Apopka Drive        | 323255 | Active | 1,758.10 |
| 24431 Sinclair, Keith G/ Beverly          | 323 Erie Drive           | 323371 | Active | 3,065.91 |
| 24432 L'wila, Gregory M/ Maria B          | 1112 Normandy Dr         | 323436 | Active | 1,345.50 |
| 24432 Romachar, Jaimin A                  | 1805 Peace Place         | 323448 | Active | 4,311.23 |
| 24435 Vassart, Wilson/Roseana, Liliane    | 330 Salmon Court         | 323580 | Active | 1,744.12 |
| 24436 Parsaud, Mahabir/ Roseeta G         | 502 Kingfisher Drive     | 323714 | Active | 1,406.91 |
| 24437 Perez, Fred A/Angelita Yanira M     | 314 Ashburton Way        | 323748 | Active | 337.57   |
| 24440 Perce, Luis C                       | 1045 Sabine Place        | 324329 | Active | 1,444.51 |

|       |                                     |                       |        |        |          |
|-------|-------------------------------------|-----------------------|--------|--------|----------|
| 24441 | Ebanks, Cindy                       | 1026 Sabine Place     | 324413 | Active | 1,700.78 |
| 24442 | Gomez, Juan X                       | 1020 Sabine Place     | 324420 | Active | 3,145.57 |
| 24443 | Galette, Patrick/ Michael O         | 166 Redwing Court     | 324469 | Active | 1,967.94 |
| 24444 | Smith, Jeffrey A                    | 418 Cardinal Court    | 324497 | Active | 3,008.82 |
| 24445 | Salinas, Gregorio/ Blanca           | 1808 Superior Court   | 324567 | Active | 2,768.58 |
| 24446 | Jaramillo, Mariella                 | 502 Bassett Drive     | 324574 | Active | 2,145.57 |
| 24449 | Hernandez, Carlos/ Maricruz         | 413 Spike Court       | 324672 | Closed | *        |
| 24450 | Sadhu, Nivekhand                    | 793 Lucaya Drive      | 324686 | Active | 3,563.12 |
| 24451 | Rosario, Edwin                      | 718 Hawk Lane         | 324707 | Active | 3,575.46 |
| 24452 | Santis, Javier                      | 3 Colrain Way         | 324735 | Active | 3,013.31 |
| 24454 | Debayo, Akinlolu                    | 426 Magpie Court      | 324749 | Active | 321.89   |
| 24455 | Rivera, Mary T                      | 1847 Superior Court   | 324910 | Active | 4,365.81 |
| 24456 | Amos, Vivian C                      | 716 Palaiseau Court   | 324952 | Active | 4,380.81 |
| 24457 | Lawrence, Patricia                  | 510 Peace Drive       | 324973 | Active | 4,117.89 |
| 24458 | Pierre, Cénatus/ Naomi              | 709 Leopold Court     | 325008 | Active | 1,406.91 |
| 24460 | Paul, Natasha D                     | 1920 Manatee Drive    | 325148 | Active | 3,459.06 |
| 24461 | Carrillo, Erik M/Cruz, Alba         | 461 Danube Drive      | 325155 | Active | 4,325.13 |
| 24463 | Torres, Rafael E                    | 704 Del Prado Drive   | 325330 | Active | 1,374.28 |
| 24464 | Mitchell, Sordelina                 | 16 Sawfish Court      | 325421 | Active | 1,607.64 |
| 24465 | Carbajal, Jorge L/ Liliana          | 486 Danube Drive      | 325463 | Active | 279.00   |
| 24467 | Bolale, Josue/Deshommes, Miriam     | 1744 Minnow Court     | 325617 | Active | 3,481.18 |
| 24468 | Anthony, Fortune/ Carlyn            | 526 Glade Court       | 325680 | Active | 747.07   |
| 24469 | Ruiz, Andres                        | 626 Fresno Court      | 325687 | Active | 1,574.21 |
| 24470 | Hart, Mark V                        | 301 Snook Way         | 325729 | Active | 2,319.15 |
| 24471 | Yones, Belmaria/Viloria, Felix      | 576 Kilimanjaro Drive | 325771 | Active | 3,762.26 |
| 24472 | Tntt Llc (Trustee)                  | 797 Lucaya Drive      | 325813 | Active | 3,357.79 |
| 24474 | Torres, Clarissa/ Juan              | 65 Peterlee Court     | 325995 | Active | 2,242.00 |
| 24475 | Williams, Karen                     | 359 Kingfisher Drive  | 326121 | Active | 3,723.64 |
| 24476 | Gabriel, Marjorie C                 | 54 Inconnu Drive      | 326184 | Active | 1,831.70 |
| 24477 | Debayo, Adeola                      | 548 Cardinal Drive    | 326338 | Active | 4,615.32 |
| 24478 | Alicia, Fernando                    | 919 San Paulo Way     | 326513 | Active | 1,147.70 |
| 24479 | Davis, Beth                         | 303 Michigan Lane     | 326590 | Active | 1,849.85 |
| 24480 | Velez, Evelyn/Garcia, Israel        | 483 Big Sioux Court   | 326618 | Active | 4,283.79 |
| 24481 | Benjamin, Raymond                   | 612 Madrid Drive      | 326639 | Active | 2,829.94 |
| 24482 | Gomez, Victor H/Hernandez, Lissette | 1340 Cambridge Drive  | 326688 | Active | 1,243.11 |
| 24483 | Arroyo, Victor                      | 457 Prestwick Place   | 326709 | Active | 1,099.62 |
| 24484 | Johnson, Vincent/ Andrea            | 246 Grifford Drive    | 326884 | Active | 3,449.86 |
| 24487 | Him, Say/ Saran N                   | 1511 Elsie Court      | 326996 | Active | 1,998.39 |
| 24488 | Cabezas, Julio C                    | 343 Kingfish Drive    | 327010 | Active | 4,016.26 |
| 24489 | Feliciano, Fernando                 | 337 Lauderdale Court  | 327031 | Active | 3,370.64 |
| 24490 | Dinda, Emily L                      | 13 Perch Drive        | 327052 | Active | 2,332.78 |
| 24491 | Rivera Sr, Ruben/ Herminia          | 742 Del Rio Way       | 327108 | Active | 2,799.64 |
| 24492 | Davis, Gregory B/ Mary G            | 461 Lark Court        | 327129 | Active | 2,753.95 |
| 24494 | Morchon, Alberto                    | 261 Grouper Court     | 327598 | Active | 4,235.41 |
| 24495 | Sheppard, Fitzgerald                | 516 Mallard Court     | 327696 | Active | 1,630.46 |
| 24497 | Vargas, Vinicio/ Elida R            | 750 Bobcat Court      | 327899 | Active | 1,784.12 |
| 24498 | Alvarado, Juan I/Son, Sieu T        | 528 Guil Drive        | 327927 | Active | 2,747.34 |
| 24499 | Corcino, Erick                      | 405 Mallard Way       | 327934 | Active | 4,286.05 |
| 24500 | Estimable, Rose Marie               | 106 Bonito Way        | 328004 | Active | 4,162.44 |
| 24501 | Tillock, Bibi/ Timal R              | 501 Lakeview Drive    | 328074 | Active | 1,887.01 |
| 24502 | Briscoe, Lambert E/ Paulette        | 511 Hemlock Place     | 328326 | Active | 2,123.98 |
| 24504 | Alicia, Joe/Chevere-Alicia, Carla   | 633 Fisher Court      | 328550 | Active | 4,061.54 |
| 24505 | Matei, Carlos                       | 222 Grouper Court     | 328606 | Active | 3,527.41 |



|  |                          |        |        |          |
|--|--------------------------|--------|--------|----------|
| 24506 Salazar, Alejandro/ Irma R           | 1010 Mardi Gras Drive    | 328781 | Active | 2,264.88 |
| 24507 Jaramillo, Maria/Atehortua, Diego    | 356 Marquez Drive        | 328802 | Active | 2,167.32 |
| 24509 Nieves, Jose E/Ortiz-Nieves, Jenny   | 1422 Sarasota Drive      | 329061 | Active | 2,736.74 |
| 24510 Benabe, Nora M/Davila, Victor        | 409 Clearwater Lane      | 329082 | Active | 4,011.54 |
| 24511 Kandhal, Rajesh                      | 4486 Maple Chase Trail   | 329285 | Active | 1,482.68 |
| 24512 Douglas, Michael A G                 | 1204 Apopka Place        | 329334 | Active | 4,248.91 |
| 24513 Orhue, Moses/ Mercey D               | 306 Erie Lane            | 329376 | Active | 1,372.18 |
| 24514 Casimir, Christine                   | 409 Flamingo Court       | 329502 | Active | 2,188.90 |
| 24515 Morales, Hector L                    | 111 Nicholas Court       | 329537 | Active | 3,896.54 |
| 24516 Ferguson, Mary A                     | 1972 Michigan Court      | 329677 | Active | 406.13   |
| 24517 Cruz, Daymond/Sepulveda, Carol       | 919 Delano Court         | 329684 | Active | 1,404.08 |
| 24518 De La Cruz, Dulce                    | 620 Llama Drive          | 329761 | Active | 2,389.63 |
| 24519 Federal Home Loan Mortgage Corp      | 1222 Amazon Lane         | 329852 | Active | 1,844.18 |
| 24520 Deutsche Bank National Trust Co      | 43 Incondu Drive         | 329866 | Active | 2,893.33 |
| 24521 Johnson, Leslie C                    | 732 Toulon Drive         | 329943 | Active | 2,323.64 |
| 24522 Cruzado, Pedro O/Mercado, Jeanette   | 53 York Court            | 329964 | Active | 1,812.55 |
| 24524 Simon, Davidson A/Grace, Monica Y    | 618 Madrid Drive         | 330034 | Active | *        |
| 24525 Joseph, John C                       | 1219 Amazon Lane         | 330118 | Active | 4,271.80 |
| 24527 Grant, Gloria C                      | 541 Bristol Circle       | 330265 | Active | 1,757.89 |
| Roldan, Eladislao/Adela                    | 2421 Rock Ct             | 330419 | Active | 1,772.00 |
| 24529 Pierre, Sherline/Thorne, Ian A       | 1928 Sawfish Drive       | 330797 | Active | 2,334.73 |
| 24530 Rodriguez, Fernando L/Giron, Elba I  | 1103 Gardanne Court      | 330811 | Active | 1,737.49 |
| 24531 Pam, Marie                           | 4461 Maple Chase Trail   | 330888 | Active | 2,363.64 |
| 24532 Hernandez, Alberto/ Camille          | 405 Metz Lane            | 330979 | Active | 1,456.94 |
| 24533 Layme, Angel                         | 1067 Dudley Drive        | 330986 | Active | 1,457.09 |
| 24535 Arls, Guy/Preval, Louis              | 317 Snook Way            | 331112 | Active | 4,405.42 |
| 24536 Parson, Eric/ Luz                    | 817 Ognon Court          | 331154 | Active | 4,085.52 |
| 24537 Ruiz, Javier/ Andrea V               | 4490 Maple Chase Trail   | 331189 | Active | 2,813.42 |
| 24538 Exil, Astrel/ Eveline                | 1201 Amazon Lane         | 331217 | Active | 1,655.55 |
| 24539 Pointevien, Marie E                  | 268 Grouper Court        | 331218 | Active | 2,864.54 |
| 24541 Ramirez, Julio A/Gomez, Ana M        | 927 San Carlos Way       | 331308 | Active | 3,452.93 |
| 24543 Renzon, Concepcion                   | 913 Gaspari Court        | 331329 | Active | 1,251.28 |
| 24545 Vargas, Evelyn N/Rodriguez, Juanita  | 623 Polynesian Court     | 331539 | Active | 2,837.81 |
| 24546 Ortiz, Giovanni                      | 444 Rio Grande Court     | 331609 | Active | 2,065.94 |
| 24547 Sanchez, Consuelo                    | 884 Jarrac Drive         | 331672 | Active | 4,322.57 |
| 24548 John, Andrew                         | 4414 Canopy Court        | 331760 | Active | 1,998.39 |
| 24550 Hink, Gay/ Sarah M                   | 566 Bristol Circle       | 331947 | Active | 760.99   |
| 24552 Acovedo, Luis                        | 732 Mink Court           | 331910 | Active | 5,904.35 |
| 24555 Alvarado, Sandra M                   | 601 Antelope Lane        | 332127 | Active | 1,945.39 |
| 24556 Batista, Yarlina                     | 1008 Dampierre Court     | 332176 | Active | 3,961.54 |
| 24557 Gonzalez, Rosalie A/ Orlando         | 202 Big Sioux Drive      | 332309 | Active | 1,775.24 |
| 24558 Giorghione, Angelo/Bianchi, John     | 2711 Cranmoor Drive      | 332353 | Active | 1,164.00 |
| 24559 Johnson, Brendaly                    | 1903 Huron Lane          | 332393 | Active | 377.57   |
| 24561 Brandie, Troy N/ Judith M            | 202 Dana Court           | 332414 | Active | 1,681.90 |
| 24563 Perez Ra, Hi Zino                    | 4465 Cherry Branch Court | 332512 | Active | 3,194.15 |
| 24564 Lazada, Jose/Egueros, Maria L        | 558 Bristol Circle       | 332583 | Active | 4,207.61 |
| 24567 Hill, Winston/ Shirley Scott         | 1403 Kissimmee Drive     | 332785 | Active | 2,315.48 |
| 24571 Poncecua Residential, Inc            | 847 Blane Court          | 332953 | Active | 310.76   |
| 24572 Pao, Ramrappa                        | 563 Bristol Circle       | 333016 | Active | 1,410.87 |
| 24574 Alexander St, Jean LF                | 717 Bobcat Court         | 333072 | Active | 1,348.67 |
| 24576 Whitaker, Madeline/Towart, Alexander | 4445 Maple Chase Trail   | 333093 | Active | 1,332.95 |
| 24578 Lebl, Luc                            | 58 Alcantara Court       | 333121 | Active | 651.55   |
| 24579 Price, Gay H                         | 804 Derby Drive          | 333254 | Active |          |

|   |                         |        |        |          |
|---|-------------------------|--------|--------|----------|
| 24579 Ortiz, Alexandra A/Oliva, Jose F    | 4447 Maple Chase Trail  | 333289 | Active | 2,687.81 |
| 24581 Virgo, Leroy                        | 349 Erie Court          | 333436 | Active | (1.22)   |
| 24582 Virgo, Leroy/ Danny                 | 1218 Amazon Lane        | 333443 | Active | 1,193.96 |
| 24583 Sozzano, Alexander J                | 118 Bianca Court        | 333478 | Active | 2,771.03 |
| 24585 Griffin Con'tl, Jeann A             | 501 Parsley Court       | 333716 | Active | 1,984.33 |
| 24586 Delgado, Madelin/Bermudez, Juan C   | 1803 Superior Court     | 333730 | Active | 4,307.65 |
| 24588 Sanchez, Frank T                    | 222 Grifford Drive      | 333933 | Active | 2,316.46 |
| 24589 Edwards, Dawn/Letenworth, Allen     | 1908 Erle Way           | 333989 | Active | 1,404.67 |
| 24590 Pau, Renold/ Françoise              | 460 Acacia Tree Way     | 334045 | Active | 2,847.49 |
| 24591 Cooper, Opal M                      | 4465 Maple Chase Tra I  | 334052 | Active | 3,357.29 |
| 24593 Tormes, Tony                        | 601 Polynesian Court    | 334164 | Active | 1,502.00 |
| 24594 Sanabria, Janet/Maldonado, Fredrick | 305 Clermont Drive      | 334213 | Active | 3,547.36 |
| 24595 Estival, Fritz J                    | 431 Ball Court          | 334220 | Active | 2,741.06 |
| 24596 Rivera, Clara/Albe-Rivera, Ayesha I | 461 Rio Grande Lane     | 334248 | Active | 1,472.98 |
| 24598 Ruiz, Luis J/Henriquez, Carmen E    | 125 Conch Drive         | 334395 | Active | 1,958.30 |
| 24600 Rivera, Rubin                       | 175 Aurelia Court       | 334423 | Active | 2,245.18 |
| 24601 Bean, Dennis St Clair E/ Leslie Z   | 4474 Maple Chase Trail  | 334437 | Active | 1,177.00 |
| 24603 Cameron, Tamara A                   | 266 Grouper Court       | 334528 | Active | 3,400.41 |
| 24604 Lebrun, Pierrela/Angervil, Ernst    | 321 Cimarron Court      | 334689 | Active | -        |
| 24605 Alzate, Maria P                     | 406 Francisco Way       | 334724 | Active | 7,310.19 |
| 24607 Joasil, Naudet                      | 1908 Huron Terrace      | 334927 | Active | 3,481.91 |
| 24609 Elianor, Marie F/ Patrick R         | 423 Big Black Place     | 334955 | Active | 425.69   |
| 24610 Cherelus, Max                       | 519 Big Sioux Court     | 334969 | Active | 3,486.27 |
| 24611 Evans, Andrea S                     | 274 Big Sioux Drive     | 334976 | Active | 2,844.18 |
| 24612 Tollens, Jesus/Tollens, Marco       | 27 Andora Court         | 335046 | Active | 2,167.18 |
| 24613 Rutherford, David/ Linda K          | 526 Koala Drive         | 335081 | Active | 2,632.34 |
| 24614 Clermont, Renald L                  | 114 Big Sioux Drive     | 335305 | Active | 588.99   |
| 24616 Shaffer, Steven S                   | 441 Spike Court         | 335333 | Active | 4,192.48 |
| 24617 Matos, Marcos                       | 903 Naples Way          | 335389 | Active | 3,510.19 |
| 24618 Salleras Moreno, Andreu             | 307 Michigan Lane       | 335410 | Active | 1,848.24 |
| 24619 Charles, Massillon/ Emilia          | 728 Parrot Court        | 335424 | Active | 1,883.91 |
| 24620 Pierre-Louis, Augustin              | 403 Athabasca Court     | 335466 | Active | 1,135.89 |
| 24622 Noelus, Jhon/ Osne, Carrie Rose     | 159 Big Sioux Drive     | 335548 | Active | 2,605.90 |
| 24623 Astudillo, John                     | 767 Del Prado Drive     | 335907 | Active | 2,312.91 |
| 24624 Parco, Ben                          | 1002 Embrun Court       | 335942 | Active | 7,451.25 |
| 24625 St-Louis, Josephat                  | 2191 Rock Drive         | 336020 | Active | 4,071.01 |
| 24626 Odeon, Norma L                      | 705 Fisher Drive        | 336187 | Active | 847.32   |
| 24627 Charles, Victoire/Leon, Nelson      | 993 Gascony Court       | 336220 | Active | 3,641.54 |
| 24628 Fonseca Torres, Vanesa              | 503 Albatross Drive     | 336460 | Active | 3,961.54 |
| 24630 Gonzalez, Peter/ Maria              | 433 Hunter Circle       | 336600 | Active | 1,386.59 |
| 24631 Voltaire, Rosita                    | 140 Big Black Drive     | 336663 | Active | 107.50   |
| Jaquez, Sandra/Guzman, Juanita            | 137 Cimarron Ln         | 336691 | Active | 1,902.00 |
| 24633 Botterchia, Fabio                   | 955 Gascony Court       | 336747 | Active | 2,329.54 |
| 24634 Francois, Litvine M J (Estate Of)   | 62 Herring Court        | 336789 | Active | 1,396.25 |
| 24635 Abelard, Alberto                    | 825 Gano Court          | 336796 | Active | 1,434.76 |
| 24637 Barros, Otília P                    | 173 Birmingham Drive    | 336880 | Active | 4,926.34 |
| 24638 Blake, Jeremy W/Lafond, Marie M     | 2512 Rock Place         | 336936 | Active | 1,060.86 |
| 24639 Amiles, Cesar                       | 1439 Punta Gorda Drive  | 336999 | Active | 3,626.24 |
| 24640 Alvarez, Luis/Diaz, Antonia Maria   | 205 Tiffany Court       | 337011 | Active | 2,314.34 |
| 24641 Chang-Lennell, Careta C             | 431 Churchill Court     | 337090 | Active | 3,070.35 |
| 24643 Amaro, Francisco                    | 905 Hudson Valley Drive | 337112 | Active | 2,119.70 |
| 24644 Canoble, Chesnel                    | 2073 Pecos Drive        | 337153 | Active | 4,367.96 |
| 24645 Lucante, Catalina                   | 1907 Lakeview Way       | 337244 | Active | 7,799.46 |

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|---|------------------------------|--------|--------|----------|
| 24646 Severino, Rafael/Rodriguez, Sylvia  | 437 Hunter Circle            | 337265 | Active | 3,937.54 |
| 24647 McIntosh, Andrea M                  | 2301 Rio Grande Forest Lane  | 337363 | Active | 1,954.01 |
| 24649 Laguer, Tomas/Rodriguez Otero, Rosa | 605 Elfrida Way              | 337615 | Active | 818.08   |
| 24650 Villanueva, Wesley O                | 826 Oglethorpe Court         | 337622 | Active | 2,477.02 |
| 24651 Reid, Louise                        | 624 Breckton Drive           | 337629 | Active | 2,331.06 |
| 24652 Wolfgang, Floyd L/ Linde L          | 820 Ognon Court              | 337643 | Active | 2,477.02 |
| 24653 Paul, Varda/ Kesner J               | 1161 Nelson Meadow Lane      | 337811 | Active | 3,413.01 |
| 24654 Chery, Romencia                     | 148 Columbia Drive           | 337818 | Active | 3,351.56 |
| 24655 Conny, Jeanne/ Feret                | 2418 Rio Grande Valley Court | 337839 | Active | 809.00   |
| 24656 Rodriguez, Malclaf                  | 915 Cimbrani Lane            | 337867 | Active | 1,838.88 |
| 24659 Thompson, Joy E                     | 314 Churchill Court          | 337951 | Active | 1,226.27 |
| 24661 Almonte, Bernardo                   | 328 Salmon Court             | 338014 | Active | 2,137.00 |
| 24662 Sanchez, Jose A/ Lopez, Omayra      | 208 Taranto Way              | 338035 | Active | 2,306.56 |
| 24663 Kowlessar, Desmond                  | 246 Cimarron Drive           | 338077 | Active | 1,641.58 |
| 24664 Lee, Venereen C                     | 559 Viceroy Court            | 338168 | Active | 115.87   |
| 24667 Magloire, Marie M/ Barbara          | 161 Cimarron Lane            | 338252 | Active | 1,828.60 |
| 24668 Barnes, Andre/ Deborah              | 4127 Maple Chase Trail       | 338371 | Active | 578.00   |
| 24669 Polica, Yvon/ Marie C               | 2364 Rock Drive              | 338434 | Active | 3,211.63 |
| 24670 Ifill, Blaine/Wong, Kevin           | 1445 Orlando Court           | 338574 | Active | 3,433.45 |
| 24671 Allen-Coleman, Delpha               | 427 Church III Court         | 338609 | Active | 2,859.02 |
| 24672 Cartagena, Kelvin A                 | 4401 Sweet Maple Lane        | 338638 | Active | 3,324.87 |
| 24675 Gonzalez, Cesar/ Violeta            | 1425 Nelson Brook Way        | 338777 | Active | 1,997.78 |
| 24676 Montalvo, Jimmy/Mateo Issa, Ivette  | 742 Platypus Court           | 338875 | Active | 1,900.50 |
| 24677 Sivera, Mark                        | 111 Carlisle Court           | 338889 | Active | 1,493.90 |
| 24678 Perez, Jose O/Sanchez, Eira         | 1025 Coatbridge Drive        | 338952 | Active | 1,851.90 |
| 24679 Brissette, Ronel/Jenne, Christine   | 819 Alpine Court             | 338994 | Active | 4,332.06 |
| 24680 Duvall, Robert/ Diana               | 705 Del Rio Way              | 339050 | Active | 2,834.08 |
| 24681 Walker, Charmaine/ Courtney M       | 988 James Drive              | 339071 | Active | 1,427.46 |
| 24683 Rivera, Jorge/Garcia, Zuleich       | 266 Grand Rapids Drive       | 339302 | Active | 2,903.56 |
| 24684 Senola, Jean                        | 302 Dogfish Way              | 339316 | Active | 2,302.79 |
| 24685 Fagan, Tricia                       | 822 Del Prado Drive          | 339351 | Active | 3,404.30 |
| 24687 Pulliza, Maria/Rivera, Ricardo      | 1621 Redfin Drive            | 339449 | Active | 1,850.78 |
| 24688 Kirkland, Tammi/ John               | 357 Erie Court               | 339498 | Closed |          |
| 24689 Santana, Mireyka Cruz               | 703-A Bluebill Place         | 339533 | Active | 1,589.00 |
| 24691 Paul, Ramrajie                      | 17 Catalina Court            | 339652 | Active | 132.12   |
| 24693 Reyes, Jose R/Vicens, Jacqueline    | 1964 Michigan Drive          | 339785 | Active | 2,817.83 |
| 24694 Deshommes, Nicolas                  | 700 Squirrel Court           | 339841 | Active | 1,502.53 |
| 24695 Baptiste, Epha                      | 714 Wood Lane                | 339848 | Active | 2,346.79 |
| 24699 Vazquez, Vincent                    | 862 Nelson Drive             | 340114 | Active | 3,805.70 |
| 24700 Oquendo, Edwin                      | 412 Hunter Circle            | 340121 | Active | 3,510.17 |
| 24702 Sanchez Jr, Cristino/ Alma N        | 51 York Court                | 340156 | Active | 4,385.54 |
| 24703 Pyjack, LLC                         | 1002 Mayfair Place           | 340177 | Active | 2,878.50 |
| 24704 Torres, Jose F/Echevarria, Dagmaris | 108 Herring Way              | 340184 | Active | 1,915.41 |
| 24706 Burns, Michael/ Tonia               | 429 Kingfisher Drive         | 340226 | Active | 2,130.27 |
| 24707 Manon, Maurand F                    | 153 Conch Drive              | 340254 | Active | 2,837.99 |
| 24708 Maldonado, Vanessa                  | 435 Marlberry Leaf Avenue    | 340268 | Active | 1,784.62 |
| 24710 Sazo, Alexander                     | 1436 Swift Court             | 340387 | Active | 4,414.34 |
| 24711 Whits, Jeanette C                   | 18 S Flag Court              | 340401 | Active | 1,373.18 |
| 24712 Walter, Adella                      | 2074 Rio Grande Canyon Loop  | 340457 | Active | 2,022.30 |
| 24713 Powell, Melissa S                   | 277 Janna Drive              | 340464 | Active | 1,535.13 |
| 24714 Thompson, Joseph J/Brook, Cindy     | 866 Corolla Drive            | 340569 | Active | 3,097.86 |
| 24715 Lashle Bank, Na                     | 2145 Pecons Drive            | 340730 | Active | 2,619.17 |
| 24717 Lakhuan, Marcey/ Yvonne             | 615 Robin Lane               | 340772 | Active | 2,324.62 |

|       |                                      |                              |        |        |          |
|-------|--------------------------------------|------------------------------|--------|--------|----------|
| 24718 | Castro, Rosa                         | 1116 Murat Place             | 340800 | Active | 3,435.42 |
|       | Federal National Mortgage Assn       | 944 Garmory Ct               | 340814 | Active | 5.00     |
| 24722 | Joseph, Julie M                      | 1143 James Way               | 341101 | Active | 3,449.86 |
| 24723 | Dacosta, Lyndale/Lacour, Charles R   | 2323 Rock Drive              | 341122 | Active | 3,457.41 |
| 24725 | Casanova, Angel D/Medina, Orlando    | 924 De ano Court             | 341213 | Active | 3,829.96 |
| 24726 | Bobnath, Mary/Elway, Patricia        | 592 8th Court                | 341217 | Active |          |
| 24727 | Johnson, Arnold                      | 304 Aldershot Court          | 341255 | Active | 1,404.33 |
| 24728 | Paul, Antia/Santos, Benita           | 103 Colchester Place         | 341283 | Active | 1,854.24 |
| 24729 | Thomas, Denzil/Adams-Thomas, Ester   | 542 Imperial Place           | 341388 | Active | 7,172.00 |
| 24730 | Gerena, Luis A/Nazario, Leonor       | 707 Dittren Way              | 341633 | Active | 1,279.85 |
| 24731 | Rogers, Laurence/Hussey-Rogers, Dana | 424 Lakeview Road            | 341717 | Active | 4,735.04 |
| 24733 | Jean, Samuel/Edouard, Ganel          | 510 Bromley Court            | 341892 | Active | 1,072.50 |
| 24735 | Joseph, Patrick                      | 208 Cimarron Drive           | 341927 | Active | 1,828.37 |
|       | Carlos Cicupe and Sonia Roldan       | 542 Bassett Drive            | 341997 | Active | 1,314.44 |
| 24737 | Vendredi, Jophene/Louis, Edrice      | 1130 Nelson Meadow Lane      | 342053 | Active | 3,277.97 |
| 24738 | Lugo, Maria/Cesar                    | 1418 Nelson Brook Way        | 342060 | Active | 1,292.00 |
| 24739 | Mahadeo, Beverly S                   | 862 San Pedro Court          | 342116 | Active | 1,984.89 |
| 24741 | Aguayo, Luis Jose/Aguayo, Jose Luis  | 100 Cimarron Lane            | 342158 | Active | 1,734.48 |
| 24742 | Duval, Raimel F/Fortuna, Dave        | 2501 Rock Place              | 342186 | Active | 611.96   |
| 24743 | Bonhomme, Guirlele                   | 410 Athabasca Court          | 342235 | Active | 2,312.78 |
| 24745 | Ramdeen, Roshan                      | 525 Bassett Drive            | 342571 | Active | 1,404.30 |
| 24746 | Angelo, Lynnda                       | 448 Athabasca Court          | 342585 | Active | 2,317.78 |
| 24747 | Howell, Desmond N/ Melody C          | 550 Big Sioux Court          | 342592 | Active | 815.00   |
| 24748 | Fil-Alme, Myriam                     | 918 Gila Place               | 342599 | Active | 624.60   |
| 24749 | Nelson, Sherry                       | 103 Sall Place               | 342627 | Active | 2,371.31 |
| 24750 | Paclis, Jocelyne                     | 2225 Rio Grande Canyon Loop  | 342641 | Active | 2,141.20 |
| 24751 | Tingling, Lorna M                    | 109 Flatfish Court           | 342648 | Active | 1,525.28 |
| 24752 | Sola, Carmen M                       | 309 Alencon Way              | 342746 | Active | 2,753.35 |
| 24753 | Lumene, Yonely/ Martine              | 328 Aldershot Court          | 342802 | Active | 1,677.00 |
| 24754 | Bank Of New York (Trustee)           | 341 Cornwallis Court         | 342816 | Active | 2,275.67 |
| 24756 | George, Lysia D                      | 1407 Nelson Brook Way        | 342844 | Active | 1,433.74 |
| 24757 | Wernack, Richard/ Danielle           | 655 Floridian Drive          | 342879 | Closed |          |
| 24759 | Fuentes, Mabel                       | 445 Cardinal Court           | 343012 | Active | 2,327.00 |
| 24762 | Robinson, Diana L                    | 711 Colville Place           | 343159 | Active | 1,629.70 |
| 24764 | Thompson, Layna                      | 383 Colosa Court             | 343215 | Active | 3,107.77 |
| 24766 | Soto Vasquez, Jesus M                | 708 Caba L Drive             | 343649 | Active | 2,533.86 |
| 24767 | Rodriguez, Wirla                     | 609 Liama Drive              | 344678 | Active | 1,185.63 |
| 24768 | Glenn, Katie L                       | 864 Colville Drive           | 345231 | Active | 1,881.07 |
| 24769 | Rodriguez, Laidish A/ Duval          | 701 Bobolink Court           | 345259 | Active | 1,714.37 |
| 24770 | Quinones, Ismael/Quinones, Odalis    | 328 Michigan Lane            | 345280 | Active | 1,502.00 |
| 24773 | Duillas, Jean A/ Marlene C           | 406 Arkansas Court           | 345563 | Active | 2,615.87 |
| 24774 | Melara, Nicolas D/Wade North, Wynona | 537 Bassett Drive            | 345791 | Closed | 1,635.80 |
| 24777 | Valdez, Mercedes                     | 453 Corsica Court            | 346148 | Active | 1,794.46 |
| 24779 | Garrison, David Christopher          | 769 Divot Lane               | 346316 | Active | 3,630.47 |
| 24780 | Harmon, Shepre W                     | 1609 Perdido Court           | 346344 | Active | 1,418.44 |
| 24781 | Royes, Nancy/Rosa, Mervyn            | 104 Chelmsford Court         | 346421 | Active | 1,404.34 |
| 24783 | Oyrl, Tamesa I                       | 2609 Rio Grande Canyon Loop  | 346481 | Active | 1,320.68 |
| 24784 | Grice, Oscar Raul/ Susan J           | 530 Bonemary Court           | 346498 | Active | 1,317.42 |
| 24785 | Gonzalez, Jennifer L/ Kenneth        | 2414 Rio Grande Valley Court | 346575 | Active | 3,172.17 |
| 24787 | Lucas, Sara R/ Francisco A           | 56 Bradford Court            | 346617 | Active | 1,470.35 |
| 24788 | Pastorino, Brandon A                 | 404 Brynholme Court          | 346708 | Active | 3,073.56 |
| 24789 | Foranella, Angel Manuel              | 729 Gullens Lane             | 346757 | Active | 1,421.94 |
| 24790 | Top Notch Ventures, LLC              | 707 Guilford Drive           | 347079 | Active | 1,174.33 |

|   |                             |        |        |          |
|---|-----------------------------|--------|--------|----------|
| 24791 Acevedo, Janet/Ortiz, Heriberto     | 552 McKinley Court          | 347093 | Active | 2,052.37 |
| 24792 Bordes, Lentz                       | 390 Cumberland Drive        | 347156 | Active | 2,586.59 |
| 24793 Figueroa, Carlina                   | 1104 Munster Court          | 347184 | Active | 2,815.87 |
| 24794 Deravi, Ronald                      | 318 Sherborne Lane          | 347219 | Active | 2,758.71 |
| 24796 Santiago, Carlos J./Soto, Giovanna  | 1007 Dartmoor Place         | 347674 | Active | 3,668.12 |
| 24797 Domercant, Jean S                   | 518 Eagle Court             | 347681 | Active | 1,850.78 |
| 24799 Peck, James R                       | 839 Dromedary Court         | 347744 | Active | 2,902.83 |
| 24800 Johns, Agatha C/ Larry              | 606 Deauville Court         | 347755 | Active | 2,886.32 |
| 24803 Angelo, John V/ Lynnda              | 2325 Rio Grande Forest Lane | 347933 | Active | 2,152.38 |
| 24804 Salinas, Gregory                    | 416 Maggie Court            | 348129 | Active | 2,780.92 |
| 24805 Martinez, Edwin/ Lisa J             | 2706 Downing Drive          | 348143 | Active | 1,794.00 |
| 24808 Rodriguez, Yulier                   | 298 Dogfish Court           | 348234 | Active | 931.00   |
| 24809 Pizarro, Jesus M                    | 1702 Redfin Way             | 348399 | Active | 873.06   |
| 24810 Mulero, Francisco J/ Als M          | 1443 Orlando Court          | 348909 | Active | 1,855.23 |
| 24812 Dubissette, Cecil F/ Andrea         | 653 McKinley Court          | 349060 | Active | -        |
| 24813 Thurman, Robert Monroe/ Sarah R     | 1910 Pike Way               | 349074 | Active | 1,192.06 |
| 24814 Ransom, Denishia N                  | 826 Franconville Court      | 349123 | Active | 2,331.06 |
| 24815 Saul, Baudclair/Saul Chery Murriane | 905 Louvre Court            | 349151 | Active | 2,197.82 |
| 24816 Rivera, Samuel E/Ivazarry, Detsy E  | 406 Gannet Court            | 349179 | Active | 2,207.67 |
| 24817 Aurora Bank Fsb                     | 551 Hummingbird Court       | 349305 | Active | 1,625.63 |
| 24818 Checkinson, Hailey A                | 1909 Ray Place              | 349325 | Active | 1,120.00 |
| 24819 Gavilan Sr, Jorge Rafael            | 826 Halifax Drive           | 349333 | Active | 2,825.06 |
| 24820 Stephens, Kemlesha L                | 1902 Myakka Court           | 349347 | Active | 3,067.64 |
| 24821 Williams, Shawn C/ Yvette           | 4479 Maple Chase Trail      | 349362 | Active | 2,267.75 |
| 24822 Moodie, Fitz R/ Brunilda M          | 1414 Punta Gorda Drive      | 349648 | Active | 2,412.14 |
| 24823 Sethachan, Pantipa/ Panumas         | 431 Rainbow Court           | 349711 | Active | 2,671.10 |
| 24824 Nieves, David/ Dessenia             | 307 Ay esbury Court         | 349718 | Active | 1,343.51 |
| 24825 Bank Of America Na                  | 531 Kingfisher Drive        | 349767 | Closed | 417.00   |
| 24826 Service, Winston L/ Yvonne I        | 412 Metz Lane               | 349795 | Active | 2,018.04 |
| 24827 Berrios Sanchez, Tomas              | 452 Gannet Court            | 349872 | Active | 2,621.91 |
| 24828 Ramos, Gershom E/Betsy, Irene L     | 112 Colchester Place        | 350131 | Active | 2,330.44 |
| 24829 Marlin, Jacqueline                  | 323 Chelmsford Court        | 350138 | Active | 1,272.64 |
| 24830 Johnson, Nicole                     | 308 Mormanno Way            | 350250 | Active | 1,391.40 |
| 24831 Arango, Silka                       | 961 Nancy Court             | 350271 | Closed | 458.97   |
| 24833 Ashcrwood, Chis/ Irene              | 711 Waking Court            | 350441 | Active | 2,774.62 |
| 24835 Montesdenca, Jorge G/ Olga M        | 136 Carlisle Court          | 350656 | Active | 1,605.24 |
| 24836 Poe Jr, James L                     | 39 Incontro Drive           | 350747 | Active | 1,807.75 |
| 24837 Ward, Mark                          | 47 Coventry Court           | 350768 | Active | -        |
| 24838 Mccoy, John E                       | 730 Pelican Court           | 350817 | Active | 1,374.28 |
| 24839 Aubright, Doretsche/ Sara           | 341 Lauderdale Court        | 350831 | Active | 1,410.87 |
| 24842 Barbosa, Amariys                    | 190A Manatee Court          | 350908 | Active | 1,656.25 |
| 24843 Spina, Rose/Legard, Henry Joseph    | 17 Cecilia Way              | 350936 | Active | 2,649.71 |
| 24844 Blanchard, Patrick L                | 758 Bobcat Court            | 350940 | Active | 1,837.50 |
| 24845 Hardy, Sharlet L                    | 1442 Swan Court             | 351118 | Active | 1,977.97 |
| 24846 Jean-Louis, Annette/ Jean Claude    | 150 Brixham Court           | 351174 | Active | 1,315.47 |
| 24847 Rivera-Ramos, Maritza               | 552 Brr Drive               | 352651 | Active | 1,553.87 |
| 24848 Swanson, Justin/ Shana              | 401 Cloudy Lane             | 352665 | Active | 1,150.00 |
| 24849 Thomas, Joseph Allen                | 785 Chadworth Drive         | 352749 | Active | 1,346.47 |
| 24850 Cruz, Nela/Carrajae, Patrick        | 760 Leonardo Court          | 352882 | Active | -        |
| 24851 Johnson, Carlos R/De Rosa, Emily    | 655 Deauville Court         | 353023 | Active | 3,500.66 |
| 24854 Mandan-Synden, David L              | 556 Big Sioux Court         | 353267 | Active | 1,400.40 |
| 24855 Zhang, Dan                          | 909 S Rennes Court          | 353288 | Active | 1,419.77 |
| 24856 Long, Joseph M                      | 1409 Kissimmee Drive        | 353354 | Active | 2,376.26 |

|       |  |                                    |        |        |          |
|-------|--|------------------------------------|--------|--------|----------|
| 24857 | Morris, Jacqueline                                   | 450 Jay Court                      | 353379 | Active | 1,245.00 |
| 24858 | Santana, Wesley                                      | 1749 Pilchard Drive                | 353333 | Active | 2,668.17 |
| 24860 | Mates, Abel/Ingrassia, Dorothy A                     | 309 Ashburton Way                  | 353519 | Active | 696.68   |
| 24861 | Schmidbel, Natasha L                                 | 1704 Pompano Drive                 | 353540 | Active | 1,892.71 |
| 24863 | Campbell, Shirley                                    | 517 Maricopa Drive                 | 353848 | Closed | 1,085.42 |
| 24864 | Carter, Malik S                                      | 431 Flamingo Court                 | 353708 | Active | 2,779.68 |
| 24865 | Colfin Al-Fil 2, LLC (Formerly Samir Sim             | 102 Bonita Way                     | 353750 | Active | (267.00) |
| 24866 | Ahmed, Mohamed                                       | 1044 Cannock Drive                 | 353750 | Active | 2,905.67 |
| 24867 | Ahmed, Mohamed                                       | 342 Shad Way                       | 353820 | Active | 2,910.67 |
| 24868 | Bullock, Gerald R                                    | 1046 Darlington Court              | 353848 | Active | 861.00   |
| 24869 | Faul, Natasha D                                      | 409 Tamarind Parke Lane            | 353876 | Active | 1,071.00 |
| 24871 | Matrice, Lene/Forcien, Essel                         | 355 Aylesbury Court                | 353911 | Active | 1,361.21 |
| 24872 | Cowherd, Marcus/ Ruth                                | 858 Marquis Court                  | 353925 | Active | 1,848.56 |
| 24873 | Okoya, Sijifal Abimbola                              | 2103 Lake Marlon Golf Resort Drive | 353967 | Active | 1,218.00 |
| 24874 | Rodgers, Tiffany M/ Mark E                           | 569 Mar cona Drive                 | 353988 | Active | 1,392.25 |
| 24875 | Prince, Kemur/Smith, Theresa                         | 627 Basingslope Court              | 353995 | Active | 2,132.85 |
| 24876 | Ahmed, Mohamed                                       | 1906 Lakeview Lane                 | 354037 | Active | 2,440.27 |
| 24878 | Bastien Jean Pierre, Paula                           | 872 Massy Court                    | 354093 | Active | 1,296.98 |
| 24879 | Bakshi, Subhan/ Diana                                | 221 Cimarron Drive                 | 354177 | Active | 2,875.67 |
| 24880 | Lara, Jorge A/Menendez, Rosaisela                    | 1009 Puget Lane                    | 354194 | Active | 1,382.00 |
| 24882 | Patterson, Jeffery                                   | 314 Michigan Lane                  | 354219 | Active | 2,664.87 |
| 24883 | Turres, Antonio                                      | 1745 Pompano Drive                 | 354457 | Active | 2,240.26 |
| 24884 | Chin, Balvin/ Targie                                 | 231 Churchill Court                | 354499 | Active | 2,129.90 |
| 24885 | Smith, Douglas                                       | 409 Cardinal Court                 | 354560 | Active | 2,763.58 |
| 24887 | Reyes, Jennifer                                      | 344 Cocoa Court                    | 354667 | Active | 1,854.24 |
| 24889 | Munyno, Joseph                                       | 931 Gatehead Court                 | 354709 | Active | 2,150.01 |
| 24892 | Ahmed, Mohamed                                       | 709 Bobolink Court                 | 354786 | Active | 2,911.41 |
| 24893 | Mohammed, Manal R                                    | 608 Bluebil Court                  | 354793 | Active | 2,276.33 |
| 24895 | Simmons, Darrell H/ Hamiyah A<br>Christopher Ruppert | 188 Albany Drive                   | 354843 | Active | 2,622.92 |
| 24898 | Chisholm, Dayne/ Kimesha                             | 416 Manitoba Lane                  | 354905 | Closed | 292.00   |
| 24899 | Ahmed, Mohamed                                       | 204 Beckenham Drive                | 354919 | Active | 1,499.26 |
| 24902 | Martila, Rex V (Estate Of)                           | 533 Lakeview Drive                 | 354933 | Active | 2,387.78 |
| 24903 | Cutrupi, Robert A                                    | 608 Wallaby Lane                   | 355024 | Active | 1,402.43 |
| 24904 | Cefalo, Jeffrey Paul/Daniels, Allan                  | 306 Shad Way                       | 355087 | Active | 2,314.38 |
| 24905 | Georges, Celanie T/ Marie A                          | 1809 Hudson Court                  | 355171 | Active | 1,967.38 |
| 24907 | Figueras, Manuel/ Wendy                              | 713 Bobolink Court                 | 355178 | Active | 2,311.46 |
| 24908 | Declat, Christopher/Ramirez, Myra A                  | 841 Glastonbury Drive              | 355318 | Active | 2,325.36 |
| 24909 | Contreras, Ada J                                     | 422 Mallard Lane                   | 355353 | Active | 2,331.16 |
| 24910 | Cotto, Brenda  | 311 Escambia Way                   | 355367 | Active | 1,844.41 |
| 24911 | Prosper, Angie M                                     | 706 E Tournament Lane              | 355477 | Active | 1,482.00 |
| 24912 | Duez Carrion, Pedro                                  | 411 Hunter Circle                  | 355633 | Active | 1,410.30 |
| 24913 | Colon, Richard/ Doris A                              | 477 Rio Grande Way                 | 355654 | Active | 2,097.44 |
| 24914 | Wyniter, Mark A                                      | 1903 Manatee Drive                 | 355717 | Active | 2,026.78 |
| 24915 | Tirado, Monica Z                                     | 549 Hummingbird Court              | 355773 | Active | 5.00     |
| 24917 | Jacques, Periel                                      | 609 Madrid Drive                   | 355820 | Active | 1,030.49 |
| 24918 | Hayward, Ian E/ Denise M                             | 4425 Maple Chase Trail             | 356221 | Active | 1,800.55 |
| 24919 | Soto, Edwin  | 16 Percin Drive                    | 356228 | Active | 1,831.12 |
| 24921 | Gonzalez, Madeleine J                                | 1157 Perpignan Court               | 356256 | Active | 1,379.04 |
| 24921 | Alvarado, Wanda                                      | 701 Biltmore Way                   | 356263 | Active | 1,409.70 |
| 24922 | Muniz, Anibal/Martinez, Maria                        | 416 Bar Four                       | 356347 | Active | 1,089.00 |
| 24923 | Moffett, Daniel/ Sanja                               | 448 Cardinal Court                 | 356409 | Active | 2,335.56 |
| 24925 | Chevalier, Arthur Wayne                              | 338 Salmon Court                   | 356417 | Active | 1,400.94 |
|       |  | 131 Aurora Lane                    | 356564 | Active | 2,769.83 |

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|--|-----------------------------|--------|--------|----------|
| 24926 Portota, Adolfo V/ Darnaris        | 2003 Rio Grande Canyon Loop | 356509 | Active | 1,354.70 |
| 24927 Curtis, Carol                      | 613 Notre Dame Way          | 356620 | Active | 574.02   |
| 24929 Collazo, Juan G                    | 416 Acacia Tree Way         | 356641 | Active | 2,793.30 |
| 24930 Gamble, Mark B/ Quail              | 511 Big Back Way            | 356767 | Active | 1,185.05 |
| Jerger E. Diaz and Carolina Diaz         | 902 Cumbran Drive           | 356774 | Closed | 207.00   |
| 24932 Ayala, Manuel/Rosado, Michelle     | 403 Blackbird Way           | 356949 | Active | 427.00   |
| 24933 Ciera Pinto, Benjamin              | 447 Magpie Court            | 357033 | Active | 254.68   |
| 24934 Muggle, Roger A                    | 1718 Wabnetta Court         | 357089 | Active | 1,855.24 |
| 24935 Doyle, Joseph S/ Robin M           | 506 Peace Way               | 357250 | Active | 2,330.44 |
| 24936 Marrero, Oscar                     | 113 Bonito Way              | 357285 | Active | 1,839.97 |
| 24937 Gutierrez, Santiago/ Charlene      | 602 Driver Circle           | 357306 | Active | 271.94   |
| 24938 Perez, Marien                      | 618 Gull Drive              | 357411 | Active | 409.34   |
| 24939 Regalado, Ramon E/ Adalisa         | 437 Dove Drive              | 357642 | Active | 1,841.27 |
| 24941 Ortiz Medero, Luis Alberto         | 105 Colchester Place        | 357845 | Active | 601.51   |
| 24942 D'Agostino, Meryl                  | 701 Lenox Place             | 357866 | Active | 1,397.88 |
| 24943 Mallette Sr, Ronald E/ Donna J     | 106 Earlcliff Drive         | 357901 | Active | 2,219.13 |
| 24944 Rosado Marquez, Hector E           | 932 Cambridge Court         | 357971 | Active | 3,243.52 |
| 24945 Lorenzo, Jessica                   | 1734 Minnow Court           | 358048 | Active |          |
| 24946 Morgan, Nicole                     | 691 Oromedary Court         | 358216 | Active | 947.00   |
| 24947 Bray Jr, Stephen A                 | 1716 Shad Lane              | 358223 | Active | 1,467.16 |
| 24948 Swafford, Melissa J                | 1200 Amazon Lane            | 358244 | Active | 2,236.09 |
| 24949 Torres, Anselmo                    | 1008 Dartmoor Place         | 358279 | Active | 2,245.28 |
| 24950 Rosario Fontanez, Miguel           | 114 Cheltenham Place        | 358335 | Active | 1,080.90 |
| 24951 Millerick, Susan/Goulette, Randy   | 820 E Flag Lane             | 358398 | Active | 2,340.34 |
| 24952 Dones, John/ Elizabeth             | 411 Anise Lane              | 358552 | Active | 1,348.34 |
| 24954 De Jesus, Jossie M/Milord, Dean M  | 517 Bristol Circle          | 358679 | Active | 1,453.15 |
| 24956 Bilings Sr, Billy                  | 7 Dorset Drive              | 358657 | Active | 2,312.78 |
| 24957 Sabatela, Luis F/ Lizzy            | 2708 Downing Drive          | 358699 | Active | 2,128.68 |
| 24959 Quiles Jr, Angel/ Cassey A         | 1614 Salt Lane              | 358832 | Active | 1,609.16 |
| 24960 Santiago Santos, Teresa            | 527 Maricopa Drive          | 358881 | Active | 1,033.44 |
| 24961 Strycharz, Pawel/ Kadmiert         | 128 Inconnu Court           | 358895 | Active | 286.59   |
| Ferrer, David                            | 25 Herring Ct               | 358986 | Active | 1,202.00 |
| 24962 Hildebrandt, Gerald/ Kathleen      | 304 Erie Court              | 358997 | Active | 1,566.46 |
| 24964 Colon, Autumn B                    | 453 Flamingo Court          | 359195 | Active | 2,353.38 |
| 24967 Klemm, Kristopher L                | 300 Mariana Way             | 359341 | Active | 1,844.36 |
| 24968 Martinez, Jose S/ Eva N            | 112 Anzio Drive             | 359371 | Active | 2,309.31 |
| 24971 Gonzalez, Efraim/Des/ Raquel       | 524 Viceroy Court           | 359707 | Active | 1,593.48 |
| 24972 Arroyo, Miguel A/ Lopez, Jessica E | 518 Bromley Court           | 359721 | Active | 2,316.56 |
| 24973 Fiore, Michael C/ Frances          | 413 Peppermint Circle       | 359875 | Active | 1,853.74 |
| 24974 Bul, Geoffrey C                    | 1110 Orme Court             | 359910 | Active | 1,551.30 |
| 24975 Thomas, Boris L                    | 407 Cardinal Court          | 359980 | Active | 2,445.28 |
| 24978 Ueda, Mayra/ Freddy                | 501 Pine Bark Court         | 360190 | Active | 2,245.29 |
| 24979 Revado, Jessica                    | 1319 Dunbarton Court        | 360225 | Active | 127.00   |
| 24980 Williams, Sandra                   | 672 Basingstoke Court       | 360253 | Active | 905.00   |
| 24981 Cope, Kevin/ Julie                 | 606 Hobcat Lane             | 360379 | Active | 2,321.35 |
| 24982 Hampton Jr, Walter/ Cheryl         | 1174 Chesterfield Court     | 360611 | Active | 1,394.98 |
| 24984 Torres, Miguel A/ Bermejo, Debra L | 730 Madena Court            | 360736 | Active | 2,245.28 |
| 24986 Parsons, Marilynne                 | 260 Cranerank Drive         | 360853 | Active | 1,554.24 |
| 24987 Medeiros, Michael S/ Roberta M     | 1394 Pacific Road           | 360913 | Active | 1,043.34 |
| 24989 Scott, Marisa                      | 268 Great Yarmouth Court    | 360972 | Active | 2,745.90 |
| 24990 Jerome, Father                     | 323 Churchhill Court        | 360993 | Active |          |
| 24994 Meza, Alan                         | 678 Driver Circle           | 361419 | Active | 842.00   |
| 24995 Jackson, James A                   | 813 Ogden Court             | 361534 | Active | 264.65   |

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|---|-----------------------|--------|--------|----------|
| 24996 Mirabal, Enrique/Colon, Aura /      | 374 Greenwich Court   | 361548 | Active | -        |
| 24997 Daugherty, Derek S/ Chante L        | 1201 Atlantic Court   | 361625 | Active | 2,328.00 |
| 25000 Trinidad, Luis A/Ballard, Natalie R | 542 Cardinal Drive    | 362024 | Active | 745.00   |
| 25001 Santana, Rafael                     | 755 Madera Court      | 362087 | Active | 1,322.95 |
| 25004 Audette, Robert A                   | 814 Cabaret Court     | 362332 | Active | 1,792.19 |
| 25005 Hardy Dragon Farm, Inc              | 430 Jay Court         | 362339 | Active | 2,300.13 |
| 25006 Singh Bedi, Harmohan                | 127 Alcalá Drive      | 362388 | Active | 2,771.46 |
| 25007 Cadot, Yvette/ Pierre Richard       | 255 Abhottsby Drive   | 362416 | Active | 2,767.36 |
| 25009 Duckley, Tanya                      | 326 Cocoa Court       | 362570 | Active | 2,040.01 |
| 25014 Lim, Rath                           | 68 Dorset Drive       | 362885 | Active | 2,324.93 |
| 25015 Lockshier, Nancy T (Trustee)        | 308 Puffer Court      | 362906 | Active | 1,846.83 |
| 25016 Hamid, Sharifa                      | 906 Stockport Drive   | 362997 | Closed | -        |
| 25020 Heideman, Eric M                    | 1718 Pompano Drive    | 363459 | Active | 2,315.74 |
| 25021 Zambrana, Carmen                    | 106 Durham Place      | 363655 | Active | -        |
| 25022 Krallier, Judith A                  | 107 Crescent Court    | 363739 | Active | 699.82   |
| Kenneth Bertrand and Pamela Bertrani      | 104 Aurora Lane       | 363823 | Closed | -        |
| 25025 Senior, Len A                       | 529 Colville Court    | 363991 | Active | 1,945.56 |
| 25026 Scarpitta, Marlen                   | 236 Anson Drive       | 364054 | Active | 2,230.79 |
| 25027 Green, Kevin Kenneth                | 333 Elm Court         | 364171 | Active | -        |
| 25028 Batista, Ermilio A                  | 644 Reindeer Drive    | 364215 | Active | 1,357.65 |
| 25029 Werner, Henry J/ Jessica            | 24 Trophy Lane        | 364257 | Active | 2,062.92 |
| 25030 Ocasio, Orlando                     | 910 Cumbrian Lane     | 364285 | Active | 1,496.66 |
| 25031 Moore, Valerie                      | 443 Big Sioux Court   | 364460 | Active | 2,107.25 |
| 25033 Colon Soto, Manuel V                | 1634 Tenth Court      | 364579 | Active | 1,135.97 |
| 25034 Williams, Robert H                  | 136 Flatfish Court    | 364674 | Active | 1,278.52 |
| 25036 Ortiz, Chantilly                    | 2413 Rock Court       | 364649 | Active | 1,845.87 |
| 25039 Kelly, Rosaria                      | 55 Andara Court       | 364866 | Active | 1,216.61 |
| 25040 Bates, Sharonda                     | 322 Shad Way          | 364880 | Active | 1,829.24 |
| 25042 Doan-Harrell, Dianna N              | 813 Colville Drive    | 364915 | Active | 2,250.50 |
| 25046 Alma, Victor/ Alma, Javier          | 403 Short Drive       | 365545 | Active | 2,787.31 |
| 25047 Davis, Tannie                       | 149 Cimarron Lane     | 365573 | Active | 1,026.00 |
| 25049 Theard, Maryse                      | 470 Maggie Court      | 365874 | Active | 2,395.28 |
| Kenneth Ustrala                           | 328 Snook Way         | 366014 | Active | 1,107.00 |
| 25050 Quinones, Julia                     | 1057 Dudley Drive     | 366021 | Active | 657.00   |
| 25052 Sharpe, Doretha J                   | 310 Escambia Way      | 366070 | Active | 1,422.16 |
| 25053 Kowlassar, Shanti                   | 740 Madera Court      | 366098 | Active | 1,399.81 |
| 25054 Portilla Orella, Juan C             | 704 Caracas Court     | 366119 | Active | 1,071.00 |
| 25056 Rodriguez, Juan/ Katia              | 1142 Roan Court       | 366154 | Active | 804.00   |
| 25061 Campbell, Gerard                    | 427 Peppermill Circle | 366399 | Active | 2,117.38 |
| 25062 Chintamani, Chidanand               | 757 Toulon Drive      | 366483 | Active | 2,777.14 |
| 25063 Dominguez, Alfredo/ Diana           | 275 Chadworth Drive   | 366574 | Active | 1,253.30 |
| 25065 Rosado, Aracelis                    | 1903 Eric Way         | 366686 | Active | 2,774.68 |
| 25068 Whitehead, William                  | 1337 Cambridge Drive  | 366973 | Active | 837.00   |
| 25070 Reyes, Carmen                       | 450 Ball Court        | 367075 | Active | 1,018.52 |
| 25071 Clark, Mary E                       | 714 Toltec Place      | 367150 | Active | 2,129.34 |
| 25072 Munoz, Sofia                        | 1806 Peace Place      | 367106 | Active | 2,310.95 |
| 25073 Torpon Iv, LLC                      | 905 Allice Drive      | 367127 | Active | 2,240.28 |
| 25074 Singh, Doochautn/ Kavitha           | 433 Caraway Drive     | 367183 | Active | 2,354.84 |
| 25077 Kowlassar, Shanti                   | 428 Francisco Way     | 367172 | Active | 1,399.82 |
| 25078 Diaz, Jose A                        | 620 McKinley Court    | 367420 | Active | 1,407.06 |
| 25080 Haynes, Martin David                | 515 Crane Drive       | 367806 | Active | 1,794.46 |
| 25081 Moore, David R (Estate Of)          | 447 Caraway Drive     | 367820 | Active | 2,836.62 |
| 25082 Anderson, Todd William              | 1907 Michigan Court   | 368121 | Active | 1,715.70 |



|   |                        |        |        |          |
|---|------------------------|--------|--------|----------|
| 25085 Tarpon Iv. Llc                      | 704 Versailles Lane    | 368359 | Active | 2,245.28 |
| 25086 Almanzar, Jose                      | 17 Alicante Court      | 368366 | Active | 1,074.29 |
| 25088 Acevedo Jr, Apolinar                | 328 Cocoa Court        | 368415 | Active | 1,846.50 |
| 25099 Ojeda, Micne le                     | 26 Dorset Drive        | 368604 | Active | -        |
| 25090 Hassell, Jerome C                   | 715 Wombat Way         | 368625 | Active | 1,291.31 |
| 25091 Barbosa, Pedro                      | 1903 Snapper Drive     | 368786 | Active | 1,487.89 |
| 25092 Ung, Ty                             | 812 Jarnac Drive       | 368793 | Active | 1,706.44 |
| 25093 Burgos, Rafael                      | 4423 Maple Chase Trail | 368821 | Active | 1,447.00 |
| 25094 Ung, Ty/ Ashley                     | 10 Sawfish Lane        | 369031 | Active | 1,755.25 |
| 25095 Lugo, Astolfo                       | 1841 Manitoba Court    | 369164 | Active | 1,166.46 |
| 25096 Perlaers, Marie Louise              | 1907 Drum Drive        | 369360 | Active | 1,849.21 |
| 25097 Itacy, Kella                        | 526 Carlisle Drive     | 369416 | Active | 845.76   |
| 25098 Fraction, Christopher R/ Catalina M | 112 Redwing Court      | 369444 | Active | 1,639.72 |
| 25100 Pagan, Richard                      | 531 Viceroy Court      | 369640 | Active | 1,380.78 |
| 25101 Felix, Luis A                       | 304 Lauderdale Court   | 369703 | Active | 1,406.16 |
| 25102 Barnett, Nancy                      | 231 Cheshire Court     | 369752 | Active | 1,554.04 |
| 25103 Oliveira, Maria/Ronila, Arturo      | 806 Hebburn Way        | 369892 | Active | 1,122.51 |
| 25104 Cain, John                          | 512 Brighton Court     | 370284 | Active | -        |
| 25108 Khan, Raymond R                     | 439 Jay Court          | 370487 | Active | 1,452.00 |
| 25109 De gado, Louis                      | 439 Lark Court         | 370494 | Active | 1,847.81 |
| 25112 Morales, Sandra I                   | 1414 Sarasota Drive    | 370683 | Active | 1,627.86 |
| 25113 Cooper, Olvey/Haywood, Pat          | 307 Aztec Court Lane   | 370718 | Active | 1,683.67 |
| 25114 Adams, Shaquanna                    | 1281 Nelson Park Court | 370739 | Active | 1,837.50 |
| 25115 Rentas, Luis A/ Jennie              | 1714 Pilchard Drive    | 370809 | Active | -        |
| 25116 Darrell, Dolores Ardella            | 1012 Morvan Lane       | 370844 | Active | 1,404.82 |
| 25117 Santana, Kristopher                 | 505 Mallard Court      | 371026 | Active | 2,123.92 |
| 25118 Blackmon, Cynthia                   | 137 Big Black Drive    | 371066 | Active | 859.45   |
| 25120 Roberts, Jared M                    | 479 Dove Drive         | 371362 | Active | 42.00    |
| 25121 Peterson, Erica                     | 346 Anchovie Court     | 371369 | Active | 1,610.91 |
| 25124 Martinez, Andre R/ Sandra P         | 1630 Redlin Drive      | 371723 | Active | 1,847.81 |
| 25125 Tarpon Iv, Llc                      | 1626 Sa   Drive        | 371873 | Active | 2,128.07 |
| 25126 Tarpon Iv, Llc                      | 302 Salmon Way         | 371887 | Active | 2,128.07 |
| 25127 Tarpon Iv, Llc                      | 107 Warmourh Lane      | 371894 | Active | 2,128.07 |
| 25128 Tarpon Iv, Llc                      | 161 Conch Drive        | 371908 | Active | 2,120.37 |
| 25129 Clary, Alire T                      | 7101 Rock Drive        | 372055 | Active | 2,120.56 |
| 25130 Aponte, Keneda                      | 525 Gull Drive         | 372181 | Active | 1,430.96 |
| 25131 Adayeke, G T                        | 809 Wakefield Way      | 372259 | Active | 1,567.00 |
| 25132 Wright, Stephen L                   | 635 Pawkett Court      | 372343 | Active | 1,827.06 |
| 25133 Schmitt, Paul A/ Barbara A          | 1945 Michigan Drive    | 372426 | Active | 1,805.46 |
| 25134 Jessup, Stephen C                   | 2217 Mystic Ring Loop  | 372566 | Active | 2,644.12 |
| 25135 Perrone, Kieth                      | 522 Parsley Court      | 372573 | Active | 1,854.24 |
| 25136 Palapala, Raghava R/ Anasuryamma    | 602 Bobcat Lane        | 372615 | Active | 1,854.24 |
| 25138 Alicea, Alexandra                   | 640 Catalina Drive     | 372790 | Active | 1,560.87 |
| 25139 Benitez, Marcos S/ Jairo J          | 715 Del Rio Way        | 372846 | Active | 5.00     |
| 25140 Gustavo Contreras, Luis             | 17 Alicante Court      | 372771 | Active | 1,393.48 |
| 25142 Laureano, Christopher               | 711 Henderson Drive    | 372841 | Active | 1,446.33 |
| Edwards, Eliot                            | 725 Platypus Ct        | 373350 | Active | 1,681.00 |
| 25144 Tai, Jesse R                        | 1727 Marlow Court      | 373627 | Active | 1,796.41 |
| 25146 Aviles, Victor M                    | 565 Hunter Circle      | 373633 | Active | 1,384.76 |
| 25147 Just, Nicole A/Patricia Of          | 705 Pines Lane         | 373869 | Active | 1,391.81 |
| 25148 Haywood, Matthew A                  | 4 Redbank Way          | 373917 | Active | 991.00   |
| 25150 Miro Garcia, Meralme/Miro, William  | 617 Lumb St Court      | 375045 | Active | 1,309.94 |
| 25151 Rivers, Christopher A               | 1441 Sunset Court      | 374196 | Active | 1,417.21 |

|  |                        |        |        |          |
|--|------------------------|--------|--------|----------|
| 25152 Estrada, Gonzalo                     | 643 Bear Court         | 374232 | Active | 1,599.55 |
| 25154 Ramos, Rafael/ Ramos, Rafael V       | 1601 Daringport Place  | 374358 | Active | 919.47   |
| 25155 Cruz, Jorge L/ Charlene              | 608 Crane Drive        | 374428 | Active | 1,396.26 |
| 25156 Salvodon, Marie S                    | 308 Kingfish Drive     | 374463 | Active | 1,540.70 |
| 25158 Armar, Ramon                         | 847 Blanc Court        | 374680 | Active | 1,527.26 |
| 25159 Smith, Warren N                      | 1859 Superior Court    | 374806 | Active | 1,180.88 |
| 25160 Kyle, Gordon                         | 653 Gazelle Drive      | 374883 | Active | 1,815.85 |
| 25161 Guerrero, Carlos/ Mariana            | 230 Banbury Place      | 374918 | Active | 1,806.45 |
| 25163 Burgos Felix, Jose A                 | 459 Curt Court         | 375023 | Active | 1,282.82 |
| 25164 Bello, Anthaly C                     | 603 Tamarin Lane       | 375051 | Active | 1,145.99 |
| 25166 Harris, Angela C                     | 1956 Sawfish Drive     | 375100 | Active | 1,038.43 |
| 25167 Taylor, Matthew J                    | 416 Danube Drive       | 375107 | Active | 1,317.00 |
| 25170 Cadilla-Bernal, Jose F               | 421 Gannet Court       | 376031 | Active | 2,127.94 |
| 25171 Medina, Nely/ Carolina, Carolina     | 2705 Madison Lane      | 376032 | Active | 1,404.82 |
| 25172 Daouk, Tarek/ Dina                   | 608 Robin Lane         | 376192 | Active | 1,404.82 |
| Clinton Nedd and Dorothy K. Nedd           | 439 Peace Court        | 376437 | Active | 1,372.37 |
| 25175 Bowser, Deborah                      | 1816 Hudson Court      | 376927 | Active | 7,123.96 |
| 25176 Brown, Tanesha F                     | 483 Columbia Court     | 376934 | Active | 1,756.14 |
| 25177 Audain, Schmid A/ Audain, Schmid R   | 1000 North Platte Way  | 377025 | Active | 1,659.39 |
| 25178 Oelgado, Roberto                     | 931 Albertville Court  | 377074 | Active | 857.94   |
| 25181 Joyner, Yocara                       | 1438 Orlando Court     | 377347 | Active | 1,056.58 |
| 25183 Espinal, Jeffrey                     | 806 Halifax Drive      | 377459 | Active | 1,851.27 |
| 25184 Campbell, Leopold                    | 435 Big Sioux Court    | 377487 | Active | 388.90   |
| 25185 Rosario, Edisson                     | 737 Palaiseau Court    | 377557 | Active | 2,122.68 |
| Roderick Harris and Katherine Harris       | 427 Big Black Place    | 377585 | Active | 1,897.06 |
| 25186 Federal Home Loan Mortgage Corp      | 2042 Pecos Drive       | 377809 | Active | 1,405.04 |
| 25187 Caraballo, Eva                       | 316 Marmanno Way       | 377879 | Active | 1,344.40 |
| 25188 Bank Of America Na                   | 3 Inconnu Drive        | 377900 | Active | 1,395.50 |
| 25189 Rosa, Enrique J/ Ivelisse            | 325 Chelmsford Court   | 377949 | Active | 1,330.88 |
| 25190 Adorno-Andino, Minerva               | 427 Jay Court          | 378012 | Active | 1,475.50 |
| 25191 McLaughlin, Decian J                 | 905 Derbyshire Drive   | 378047 | Active | 1,050.36 |
| 25193 Del Carmen Urena Almonte, Zoraida    | 402 Columbia Court     | 378103 | Active | 1,395.02 |
| 25194 Council, Ruth                        | 342 Drum Court         | 378131 | Active | 1,394.55 |
| 25195 Valles, Carlos A                     | 548 Big Sioux Court    | 378145 | Closed | (90.00)  |
| 25197 Emory, Contrina G                    | 530 Bassett Drive      | 378334 | Active | 1,397.70 |
| 25198 Flynn Jr, Charles P/ Aguilar, Pamela | 1606 Minnow Lane       | 378337 | Active | 1,345.92 |
| 25199 West, Kim/Lagunas, Janeline N        | 1213 Amazon Drive      | 378544 | Active | 1,427.46 |
| 25201 Fontaine, Paul                       | 437 Tanager Park Lane  | 378656 | Active | 227.50   |
| 25203 Noel, Eveline                        | 302 Aylesbury Court    | 378726 | Active | 1,406.53 |
| 25205 Cruz, Jose A                         | 1023 Dampierre Court   | 378859 | Active | 1,768.47 |
| 25206 777 Essex St Realty Trust            | 708 Antelope Way       | 378894 | Active | 1,851.51 |
| 25207 Agj Investments LLC/ Mls 4 Less Inc  | 450 Gannet Court       | 378985 | Active | 1,652.00 |
| 25208 Nanyrote Sanchez, Nidia C            | 918 San Carlos Way     | 379097 | Active | 1,398.07 |
| 25209 Conscience, Xavier/ Mariana          | 304 Montgomery Court   | 379167 | Active | 1,399.98 |
| 25210 Federal Home Loan Mortgage Corp      | 454 Gannet Court       | 379230 | Active | 1,846.77 |
| 25211 Hernandez, Faustof/ Hernandez, Jose  | 709 Fisher Drive       | 379286 | Active | 1,839.92 |
| 25212 Vazquez, Hernandez/ Cruz, Luz D      | 415 Danube Drive       | 379307 | Active | 743.36   |
| 25214 Estival, Inesa J                     | 207 Redwood Bark Trail | 379354 | Active | 1,605.35 |
| 25215 Yoh, Ronald L/ Vega-Yoh, Socorro F   | 509 Gateshead Court    | 379412 | Active | -        |
| 25216 Karmath, Kris                        | 375 Colenadi Court     | 379461 | Active | 1,844.26 |
| 25217 Jorge, Virginia                      | 233 Bedford Drive      | 379579 | Active | 1,847.37 |
| 25218 Verba R Vera, Frank                  | 714 Palaiseau Court    | 380056 | Active | 1,877.06 |
| 25220 Secretary Of Housing And Urban Dev   | 312 Snook Way          | 380105 | Active | 1,421.82 |

|       |                                      |                            |        |        |          |
|-------|--------------------------------------|----------------------------|--------|--------|----------|
| 25221 | Federal Home Loan Mortgage Corp      | 501 Canbna Court           | 380189 | Active | 1,405.24 |
| 25222 | Alvarez, Robert                      | 533 Cardinal Drive         | 380392 | Active | 1,544.00 |
| 25227 | Pilar Panzardi, Maria Del            | 812 Savana Place           | 380637 | Active | -        |
| 25228 | Barra, Nicole                        | 316 Aldershot Court        | 380735 | Active | -        |
| 25229 | Goggin, Barry/ Judith                | 1753 Coriander Drive       | 380770 | Active | 1,835.95 |
| 25230 | Federal Home Loan Mortgage Corp      | 306 Dolphin Way            | 380805 | Active | 1,836.77 |
| 25231 | Pagan, David                         | 412 Mallard Way            | 380802 | Closed | -        |
| 25234 | Francois, Marie M                    | 747 Leonard Court          | 381029 | Active | 1,181.25 |
| 25235 | Herrat, Teneisha                     | 1044 Darlington Court      | 381113 | Active | 40.00    |
| 25237 | Collin Duffy Decorators, LLC         | 709 E Griffer Lane         | 381162 | Active | 1,542.18 |
| 25239 | Anderson, Tashanla/ Nathaniel C      | 1277 Amazon Lane           | 381526 | Active | 1,555.00 |
| 25240 | Rivera, Ariel                        | 458 Maggie Court           | 381694 | Active | 1,852.74 |
| 25241 | Han, Liliya/Yu, Xiaoli               | 706 Little Way             | 381785 | Active | 1,394.98 |
| 25242 | Rivera, Maria E                      | 907 Van Loon Court         | 382114 | Active | 1,098.44 |
| 25243 | Benz, Robert A                       | 715 Fulmar Court           | 382282 | Active | 1,446.62 |
| 25244 | Desliens, Georges                    | 801 Valnera Court          | 382352 | Active | 1,012.00 |
| 25245 | Hylands, Alan/ Linda                 | 201 Cranbrook Drive        | 382457 | Active | 1,839.41 |
| 25248 | Desir, Guerdes                       | 834 Salmon Court           | 382658 | Active | 1,847.81 |
| 25249 | Blanchard, Patrick L                 | 772 Cobalt Drive           | 382855 | Active | 1,395.50 |
| 25250 | Reeder, Barbara                      | 210 Inconnu Court          | 382884 | Active | 1,291.51 |
| 25252 | Khan, Lyndon                         | 558 Brockton Drive         | 383178 | Active | 1,399.45 |
| 25253 | 777 Essex St Realty Trust            | 41 Chip Court              | 383185 | Active | 1,757.92 |
| 25254 | Quinones, Edgar/Rodriguez, Edith     | 626 Regency Way            | 383458 | Active | 1,397.33 |
| 25255 | Beltran, Hugo                        | 941 Delano Court           | 383472 | Active | 1,395.13 |
| 25256 | Rivera Torres, Jorge H               | 1608 Sall Drive            | 383598 | Active | 1,407.28 |
| 25258 | Bonet, Pedro                         | 745 Parrot Court           | 383760 | Active | 1,197.22 |
| 25261 | Leyva, Mabeti                        | 1027 Dudley Drive          | 383990 | Active | 1,400.94 |
| 25263 | Plewa, Jessica                       | 1131 Roan Court            | 384165 | Active | 1,253.55 |
| 25268 | Valentin, Sergio                     | 958 Louvre Court           | 384900 | Active | 1,374.28 |
| 25269 | Kohlar-Hyberston, Lydie/Rendu, Alain | 451 Cinnamon Drive         | 385096 | Suspem | 876.00   |
| 25270 | Nonord, Wilbens/ Tawillady           | 240 Arson Drive            | 385285 | Active | 1,406.53 |
|       | Daphne D. Timmis and George M. Timm  | 915 Halifax Drive          | 385845 | Active | 1,438.77 |
| 25272 | Huener, Jean, Immacula               | 651 Floridian Drive        | 385880 | Active | 1,484.30 |
| 25275 | Goff, Danielle                       | 503 Pine Bark Court        | 386141 | Active | 1,388.11 |
| 25278 | The Music Organization LLC           | 415 Naples Court           | 386174 | Active | 1,374.28 |
| 25279 | Polica, Yvon                         | 504 Hendon Place           | 386459 | Active | 1,313.38 |
| 25280 | Birchard, Linda                      | 1093 Merrill Gras Drive    | 386545 | Active | 1,395.30 |
| 25282 | Cruz, Victor M                       | 1465 Swan Place            | 386615 | Active | 1,150.05 |
| 25285 | Barnes, Darwin M                     | 4408 Evergreen Forest Loop | 386895 | Active | 1,275.75 |
| 25286 | Martinez, Raul / Michelle D          | 136 Inconnu Court          | 387007 | Closed | 846.00   |
| 25288 | Cark, Lisa                           | 427 Peace Court            | 387098 | Active | 1,550.22 |
| 25289 | Barnes-Martinez, Pedro L             | 720 Grassie Lane           | 387245 | Active | 1,484.07 |
| 25290 | Velazquez, Rebecca                   | 204 Golden Drive           | 387377 | Active | 1,115.27 |
| 25292 | Ortiz Ortiz, Amelia                  | 707 Marjorie Drive         | 387505 | Active | 1,499.07 |
| 25293 | Rozas, Yanys M                       | 159 Maple Drive            | 388191 | Active | 1,299.45 |
| 25294 | Martinez Rivera, Alan I              | 355 Coldbeck Way           | 388281 | Active | 1,199.89 |
| 25295 | Lozschler, Taly                      | 546 Bayport Drive          | 388407 | Active | 1,003.00 |
| 25296 | Rivera, Carlos / Wendy               | 1620 Peninsula Court       | 388470 | Active | 1,393.38 |
| 25298 | Arjun, Manish                        | 1835 Maritoba Court        | 388564 | Active | 1,411.04 |
| 25299 | Waters, Gurin                        | 747 Pelican Court          | 389046 | Active | 1,297.54 |
| 25303 | Hawes, Dennis                        | 608 Milan Drive            | 389240 | Active | -        |
| 25304 | Valle, Anna, Hernandez               | 107 Hope Way               | 389821 | Active | 1,338.17 |
| 25305 | Chapman, Gregorio                    | 1419 Teal Court            | 389910 | Active | 1,310.57 |

|   |                                   |        |        |              |
|---|-----------------------------------|--------|--------|--------------|
| 25309 Cruz, Ruben/ Maria                  | 704 Putt Lane                     | 390367 | Active | 1,404.08     |
| 25310 Rentas, Maria L                     | 640 Midiron Drive                 | 390409 | Active | 1,369.72     |
| 25312 Attwood, Anatasia C/ Joe N          | 616 Del Aire Court                | 390554 | Active | 1,404.76     |
| 25313 Perez, Juan A                       | 665 Koala Court                   | 390906 | Active | 1,088.54     |
| 25317 Mussington, Kirsten Melissa         | 555 Dove Court                    | 391907 | Active | 1,307.59     |
| 25321 Polish Investments Inc              | 1006 Deddington Place             | 396562 | Active | 1,220.59     |
| 25322 Tuscany Preserve Community Assn Inc | 402 Bay Leaf Drive                | 396702 | Active | 840.00       |
| 25323 Wood, Clifford Lyle                 | 116 Incannu Court                 | 398410 | Active | 1,328.31     |
| 25326 Villages 18 Llc                     | 358 Erie Court                    | 403870 | Closed | 793.00       |
| 25332 Bac Home Loans Servicing Lp         | 715 Pasteur Lane                  | 405515 | Active | 911.42       |
| 25333 Santiago, David                     | 329 Aylesbury Court               | 408308 | Active | {150.00}     |
| 25337 Federal National Mortgage Assn      | 308 Erie Lane                     | 408840 | Active | 2,859.29     |
| 25338 Gill, Jermaine D                    | 609 Caribou Court                 | 409141 | Active | 1,775.46     |
| 25344 Bank Of New York Mellon             | 407 Brookfield Drive              | 410275 | Active | 417.00       |
| 25348 Polinciana Golf Villas Homeowners   | 421 Prestwick Place               | 410506 | Active | 2,219.22     |
| 25349 Twinkle Blossom And Bloom Inc       | 229 Amesbury Lane                 | 410527 | Active | 2,979.82     |
| 25352 Multifamily Investments Llc         | 206 Bedford Drive                 | 410835 | Active | 667.81       |
| Federal National Mortgage Assn            | 611 Messina Way                   | 410863 | Active | 926.20       |
| 25355 Federal National Mortgage Assn      | 780 Del Prado Drive               | 410912 | Active | 1,372.00     |
| 25356 Deutsche Bank National Trust Co     | 110 Bonito Way                    | 410940 | Active | 535.82       |
| 25357 Fairhomes Sunshine Housing Llp      | 220 Genoa Court                   | 410982 | Active | 2,042.00     |
| Miriam Crescionl- Cruz and Jose L. DeL    | 117 Anzio Drive                   |        | Active | 287.00       |
| TEST CYS                                  | 123 sw 132 st                     |        | Active | 2,249.17     |
| Colas, Eddy E                             | 1749 Cedar Mont Loop              |        | Active | 276.00       |
| Colfin AL-FL 2, LLC                       | 220 Cimarron Drive                |        | Closed | -            |
| US BANK NATIONAL ASSOCIATION              | 411 GANNET COURT                  |        | Closed | {1.00}       |
| Ronald Pagan                              | 418 Jay Court                     |        | Active | 287.00       |
| Medley, Owen/Gordon, David & Quee         | 617 Elbridge Dr                   |        | Active | 1,031.00     |
| Santiago, Jacqueline I                    | 637 Bluebill Ct                   |        | Active | 1,187.00     |
| Rivera Nicholas                           | 663 Dromedary Court               |        | Closed | -            |
| David J & Angel Andrews                   | 704 Harland Ct                    |        | Active | 1,126.00     |
| 98414 Wells Fargo N.A.                    | 706 Lake Marion Golf Resort Drive |        | Closed | -            |
| Ixia Vigil                                | 721 Del Rio Way                   |        | Active | 697.68       |
| Ixia Vigil                                | 764 Maderia Court                 |        | Active | 838.35       |
| Tomas Gonzalez-Infante and Emilia Ro      | 974 Cumberland Drive              |        | Active | 2,041.17     |
| Bank of America, NA                       | 308 Chiquita Court                |        | Active | {6.00}       |
| Colfin AL-FL 2, LLC                       | 433 Gannet Court                  |        | Active | 992.00       |
| Federal National Mortgage Association     | 612 Cheetah Lane                  |        | Active | 237.00       |
| Federal National Mortgage Association     | 705 Bluebill Place                |        | Closed | 703.81       |
| Benjamin Cordero                          | 712 Martin Lane                   |        | Active | -            |
| IH2 Property Florida LP                   | 826 San Jose Court                |        | Closed | -            |
| Federal National Mortgage Association     | 910 Gateshead Court               |        | Active | 287.00       |
|   |                                   |        |        | 6,103,388.47 |
|   |                                   |        |        | 6095456.38   |
|   |                                   |        |        | 1,932.09     |



EXHIBIT “A-2”

EXHIBIT “A-2”

## FINANCING STATEMENT FORM

## A. NAME &amp; DAYTIME PHONE NUMBER OF CONTACT PERSON

DENNIS DOSS; 9492144399

Email: DENNIS@DOSSLAW.COM

## B. SEND ACKNOWLEDGEMENT TO:

FILED

2014 May 29 06:04 PM

\*\*\*\*\* 201401513040 \*\*\*\*\*

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names

## 1a. ORGANIZATION'S NAME

FIRST 100, LLC

## 1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

## 1c. MAILING ADDRESS Line One

10920 SOUTHERN HIGHLANDS PARKWAY 2ND FLOOR

This space not available.

## MAILING ADDRESS Line Two

CITY

LAS VEGAS

STATE

NV

POSTAL CODE

89141

COUNTRY

US

## 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names

## 2a. ORGANIZATION'S NAME

## 2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

## 2c. MAILING ADDRESS Line One

This space not available.

## MAILING ADDRESS Line Two

CITY

STATE

POSTAL CODE

COUNTRY

## 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

## 3a. ORGANIZATION'S NAME

OMNI FINANCIAL, LLC

## 3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

## 3c. MAILING ADDRESS Line One

1260 41ST AVE

This space not available.

## MAILING ADDRESS Line Two

STE 0

CITY

CAPITOLA

STATE

CA

POSTAL CODE

95010

COUNTRY

US

## 4. This FINANCING STATEMENT covers the following collateral:

"COLLATERAL SHALL MEAN ALL OF BORROWER'S PRESENT AND FUTURE RIGHT, TITLE AND INTEREST IN AND TO ANY OF THE PERSONAL PROPERTY OF BORROWER, WHETHER SUCH PROPERTY IS NOW EXISTING OR HEREAFTER CREATED, ACQUIRED OR ARISING AND WHEREVER LOCATED FROM TIME TO TIME, INCLUDING, WITHOUT LIMITATION: ACCOUNTS, CHATTEL PAPER, INCLUDING ELECTRONIC CHATTEL PAPER, DEPOSIT ACCOUNTS, DOCUMENTS, EQUIPMENT, FIXTURES, FARM PRODUCTS, GENERAL INTANGIBLES, GOODS, INSTRUMENTS, INVENTORY, INVESTMENT PROPERTY, LETTER OF CREDIT RIGHTS, PAYMENT INTANGIBLES AND SUPPORTING OBLIGATIONS, PROCEEDS FROM THE COLLECTION OF HOMEOWNER ASSOCIATION RECEIVABLES, INCLUDING, BUT NOT LIMITED TO THE RECEIVABLES OF POINCIANA HOMEOWNERS ASSOCIATION, AND TO THE EXTENT NOT OTHERWISE INCLUDED, ALL ACCESSIONS, PRODUCTS AND PROCEEDS OF THE FOREGOING.

## 5. ALTERNATE DESIGNATION (if applicable)

☐ LESSEE/LESSOR☐ CONSIGNEE/CONSIGNOR☐ BAILEE/BAILOR☐ AG LIEN☐ NON-UCC FILING☐ SELLER/BUYER

## 6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☐ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.☒ Florida Documentary Stamp Tax is not required.

## 7. OPTIONAL FILER REFERENCE DATA Debtor's Tax Id Number is 45-5021256

STANDARD FORM - FORM UCC-1 (REV.05/2013)

Filing Office Copy

Approved by the Secretary of State, State of Florida


JA000963

04158

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

|   |              |
|---|--------------|
| <b>A. NAME &amp; PHONE OF CONTACT AT FILER</b> [optional]               |              |
| DENNIS DOSS   | 949-214-4399 |
| <b>B. SEND ACKNOWLEDGMENT TO:</b> (Name and Address)                    |              |
| DENNIS DOSS<br>DOSS LAW<br>303 MAGNOLIA DRIVE<br>LAGUNA BEACH, CA 92651 |              |

|   |   |
|---|---|
| Filed in the office of<br><br>Ross Miller<br>Secretary of State<br>State of Nevada | Document Number<br><b>2014013360-8</b>            |
|   | Filing Date and Time<br><b>05/29/2014 2:40 PM</b> |
|   |   |

(This document was filed electronically.)  
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME** - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

|   |  |  |   |
|---|--|--|---|
| <b>1a. ORGANIZATION'S NAME</b><br>FIRST 100, LLC (TAX ID 45-5021256)      |  |  |   |
| <b>OR</b>   |  | <b>1b. INDIVIDUAL'S LAST NAME</b>      |   |
|   |  | <b>FIRST NAME</b>                      |   |
|   |  | <b>MIDDLE NAME</b>                     |   |
|   |  | <b>SUFFIX</b>                          |   |
| <b>1c. MAILING ADDRESS</b><br>10920 SOUTHERN HIGHLANDS PARKWAY, 2ND FLOOR |  | <b>CITY</b><br>LAS VEGAS               |   |
|   |  | <b>STATE</b><br>NV                     | <b>POSTAL CODE</b><br>89141             |
|   |  | <b>COUNTRY</b><br>USA                  |   |
| <b>1d. SEE INSTRUCTIONS</b>   | <b>ADD INFO RE ORGANIZATION DEBTOR</b> | <b>1e. TYPE OF ORGANIZATION</b>        | <b>1f. JURISDICTION OF ORGANIZATION</b> |
|   |  | <b>1g. ORGANIZATIONAL ID #, if any</b> |   |
|   |  | <input type="checkbox"/> NONE          |   |

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME** - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

|                                |  |  |   |
|--------------------------------|--|--|---|
| <b>2a. ORGANIZATION'S NAME</b> |  |  |   |
| <b>OR</b>                      |  | <b>2b. INDIVIDUAL'S LAST NAME</b>      |   |
|                                |  | <b>FIRST NAME</b>                      |   |
|                                |  | <b>MIDDLE NAME</b>                     |   |
|                                |  | <b>SUFFIX</b>                          |   |
| <b>2c. MAILING ADDRESS</b>     |  | <b>CITY</b>                            |   |
|                                |  | <b>STATE</b>                           | <b>POSTAL CODE</b>                      |
|                                |  | <b>COUNTRY</b>                         |   |
| <b>2d. SEE INSTRUCTIONS</b>    | <b>ADD INFO RE ORGANIZATION DEBTOR</b> | <b>2e. TYPE OF ORGANIZATION</b>        | <b>2f. JURISDICTION OF ORGANIZATION</b> |
|                                |  | <b>2g. ORGANIZATIONAL ID #, if any</b> |   |
|                                |  | <input type="checkbox"/> NONE          |   |

**3. SECURED PARTY'S NAME** (or NAME of TOTAL ASSIGNOR or ASSIGNOR SPV) - insert only one secured party name (3a or 3b)

|   |  |                                   |                             |
|---|--|-----------------------------------|-----------------------------|
| <b>3a. ORGANIZATION'S NAME</b><br>OMNI FINANCIAL, LLC |  |                                   |                             |
| <b>OR</b>   |  | <b>3b. INDIVIDUAL'S LAST NAME</b> |                             |
|   |  | <b>FIRST NAME</b>                 |                             |
|   |  | <b>MIDDLE NAME</b>                |                             |
|   |  | <b>SUFFIX</b>                     |                             |
| <b>3c. MAILING ADDRESS</b><br>1260 41ST AVE, SUITE 0  |  | <b>CITY</b><br>CAPITOLA           |                             |
|   |  | <b>STATE</b><br>CA                | <b>POSTAL CODE</b><br>95010 |
|   |  | <b>COUNTRY</b><br>USA             |                             |

**4. This FINANCING STATEMENT covers the following collateral:**

(A) "COLLATERAL" SHALL MEAN ALL OF BORROWER'S PRESENT AND FUTURE RIGHT, TITLE AND INTEREST IN AND TO ANY AND ALL OF THE PERSONAL PROPERTY OF BORROWER, WHETHER SUCH PROPERTY IS NOW EXISTING OR HEREFTER CREATED, ACQUIRED OR ARISING AND WHEREVER LOCATED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION:

(I) ACCOUNTS; CHATEL PAPER, INCLUDING, ELECTRONIC CHATEL PAPER; (II) THE COMMERCIAL TORT CLAIMS IDENTIFIED ON "SCHEDULE A" HERETO; (IV) DEPOSIT ACCOUNTS; (V) DOCUMENTS; (VI) EQUIPMENT; (VII) FIXTURES; (VIII) FARM PRODUCTS; (IX) GENERAL INTANGIBLES; (X) GOODS; (XI) INSTRUMENTS; (XII) INVENTORY; (XIII) INVESTMENT PROPERTY; (XIV) LETTER-OF-CREDIT RIGHTS; (XV) PAYMENT INTANGIBLES; (XVI) SUPPORTING OBLIGATIONS; (XVII) PROCEEDS FROM THE COLLECTION OF HOMEOWNER ASSOCIATION RECEIVABLES, INCLUDING, BUT NOT LIMITED TO THE RECEIVABLE OF HOUCIANA HOMEOWNERS ASSOCIATION; AND (XVIII) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL ACCESSIONS TO AND PROCEEDS AND PRODUCTS OF THE FOREGOING.

|  |  |   |  |                                       |                                   |  |
|--|--|---|--|---------------------------------------|-----------------------------------|--|
| <b>5. ALTERNATIVE DISPOSITION</b> (if applicable)  | <input type="checkbox"/> LESSOR LESSOR | <input type="checkbox"/> CONSIGNEE/CONSIGNOR              | <input type="checkbox"/> BAILEE/BAILORED | <input type="checkbox"/> SELLER/BUYER | <input type="checkbox"/> AS LIEN  | <input type="checkbox"/> BONA FIDE PURCHASER       |
| <b>6. This FINANCING STATEMENT is to be filed (for recording) or recorded in the REAL ESTATE RECORDS. Attach 544 document.</b> | <input type="checkbox"/> If applicable | <b>7. Check to REQUEST SEARCH REPORT(S) on Debtor(s).</b> | <input type="checkbox"/> All Debtors     | <input type="checkbox"/> Debtor 1     | <input type="checkbox"/> Debtor 2 | <input type="checkbox"/> ADDITIONAL FEE (optional) |
| <b>8. OPTIONAL UCC REFERENCE DATA</b><br>DEBTORS TAX ID NUMBER IS 45 5021256   |  |   |  |                                       |                                   |  |

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

JA000964

04159



EXHIBIT “A-3”

EXHIBIT “A-3”

### SETTLEMENT AND MUTUAL GENERAL RELEASE AGREEMENT

This Settlement and Mutual General Release Agreement ("Agreement") is entered into as of this 23rd day of November, 2016 (the "Effective Date") by and between Omni Financial, LLC, a California limited liability company ("Omni"), on the one hand, and Kal-Mor-USA, LLC, a Nevada limited liability company ("Kal-Mor"), and GFY Management LLC, a Nevada limited liability company (collectively, with Kal-Mor, "GFY"), on the other hand, each of which is a "Party" and collectively the "Parties" with respect to the following facts:

#### RECITALS

A. First 100, LLC ("First 100") purchased certain HOA liens/receivables ("HOA Receivables") from the Association of Poinciana Villages ("APV") pursuant to a July 3, 2013 contract (collectively, the "APV Contract"). The APV Contract provided for First 100's purchase of certain HOA Receivables for the year 2013 (the "2013 Receivables") and contemplated the purchase of additional HOA Receivables in the future.

B. Omni made a loan to First 100 in the original maximum principal amount of U.S. \$5,000,000.00 (the "Omni Loan") pursuant to that certain Loan Agreement dated May 27, 2014, and the addenda and amendments thereto, by and among First 100 as Borrower and Omni as the lead participating lender, and evidenced by, among other things, (1) a Promissory Note dated May 27, 2014 by First 100 as obligor and Omni as payee; (2) a Security Agreement dated May 27, 2014 between First 100 as pledgor and Omni as pledgee (the "Security Agreement"), and (3) UCC-1 filings by Omni in Nevada and Florida. Together, the Security Agreement and those UCC-1s encumbered all of First 100's personal property, including all of its rights in the 2013 Receivables, in a first-priority, senior position.

C. As further security for the Omni Loan, Omni recorded various Deeds of Trust and Mortgages against real property in the State of Nevada and elsewhere, granted by First 100 as trustor/mortgagor, First American Title Company as trustee, and Omni as the first-priority beneficiary/mortgagee (the "Deeds of Trust"). Among other properties, one or more of the Deeds of Trust were recorded against nine real properties that First 100 sold to Kal-Mor. Those nine properties are listed in Exhibit A (the "Kal-Mor Real Properties").

D. After the initial Omni Loan disbursement, First 100 transferred certain interests in the 2013 Receivables to PrenPoinciana, LLC, a Delaware limited liability company ("PrenPoinciana"), by virtue of (i) a Proceeds Purchase and Sharing Agreement dated February 2, 2015 among Omni, PrenPoinciana, and First 100; and (ii) a Payment Arrangement Agreement dated March 2015 among Omni, PrenPoinciana, and First 100, and McCabe Law Group, P.A. ("McCabe"). In the first of those two agreements, First 100 expressly gave PrenPoinciana a "second lien security interest in, and lien, claim and encumbrance on, the Poinciana Beneficial Interest and the Company Purchased Poinciana Net Proceeds," later perfected by a UCC-1 financing statement dated February 18, 2015.

E. On or around April 20, 2015, a PrenPoinciana affiliate, Prentice Lending II, LLC, a Delaware limited liability company ("Prentice Lending") agreed to lend, and lent, First 100 U.S. \$150,000.00, net funded in the amount of U.S. \$126,617.38, pursuant to that certain Secured Short Term Original Issue Discount Promissory Note, as amended by Amendment No. 1 dated on or about May 14, 2015 (the "Prentice Loan"). On May 31, 2016, Omni paid U.S. \$800,000.00 to

PrenPoinciana and Prentice Lending to acquire the PrenPoinciana Loan and their related interests, in large part to simplify settlement negotiations with GFY, resulting in this Agreement.

F. Kal-Mor contends that it loaned amounts totaling approximately U.S. \$481,656.99 to First 100 between May 13, 2015 and August 25, 2015. Omni disputes that contention. On May 13, 2015, Kal-Mor's principal, Gregory Darroch, filed (in his own name) a third-in-time UCC-1 financing statement against First 100 to secure Kal-Mor's loans to First 100.

G. First 100 defaulted on the Omni and Prentice Loans in or around the Spring of 2015.

H. In letters dated April 8, 2015 and November 2, 2015, Omni declared First 100 to be in default of the Omni Loan, owing to First 100's numerous breaches of the Omni Loan and Security Agreements, and Omni lawfully accelerated that Loan and became entitled to pursue its appropriate remedies, including without limitation by commencing foreclosure actions (under the Deeds of Trust and UCC-1 filings) under NRS Chapters 104 and 107, and/or filing lawsuits (including against the guarantors), including a deficiency action under NRS Chapter 40 (collectively, "Enforcement Actions").

I. On November 5, 2015, First 100 and APV executed an addendum ("Addendum 1") to the APV Contract that provided for the sale of certain additional HOA Receivables accrued during 2014 and 2015 (the "2014-2015 Receivables"). Addendum 1 indicated an effective date of October 30, 2015 and required that First 100 pay the sales price of \$469,224.00 to APV no later than November 30, 2015. First 100 did not pay the sales price required under Addendum 1 by November 30, 2015 or at any time thereafter, but there is no evidence APV took any action to terminate Addendum 1 due to nonpayment.

J. On November 5, 2015, First 100 and APV executed a second addendum ("Addendum 2") to the APV Contract that provided for the sale of certain separate HOA Receivables (the "ACR Receivables") that APV had previously assigned to Associate Capital Resources, LLC ("ACR"). Addendum 2 indicated an effective date of December 1, 2015 and required that First 100 pay the sales price of \$422,768.90 to APV no later than December 30, 2015. First 100 did not pay the sales price required under Addendum 2 by December 30, 2015 or at any time thereafter, but there is no evidence APV took any action to terminate Addendum 2 due to nonpayment.

K. On January 8, 2016, Omni and PrenPoinciana jointly delivered a Notification of Disposition of Collateral to First 100, commencing the UCC foreclosure sale process with respect to all First 100 personal property, including First 100's rights to the 2013 Receivables and various other HOA Receivables in which First 100 then held ownership interests.

L. First 100 and Kal-Mor filed separate lawsuits against Omni and PrenPoinciana on January 15, 2016 and January 19, 2016 (collectively, the "Lawsuit"), and in both cases the plaintiffs sought an *ex parte* temporary restraining order stopping the foreclosure sale.

M. Omni removed both suits to the U.S. District Court for the District of Nevada (the "District Court"), and they are Case No. 2:16-cv-00099 and 2:16-cv-00109, respectively, the latter of which (pursuant to the parties' agreement) was consolidated with the former under Judge Boulware's jurisdiction.

N. The parties to the Lawsuit engaged in extensive negotiations in an effort to reach a comprehensive settlement of their various disputes. After reaching the preliminary outline of an agreement in Court on February 2, 2016, the parties did not enter into a final, written settlement

agreement owing to (i) recurring disputes among the parties; and (ii) First 100's breach of some of the initial terms.

O. On March 17, 2016, First 100 and GFY entered into a Proceeds Purchase and Sharing Agreement (the "First 100/GFY PPSA") under which, among other things, GFY agreed to purchase the 2014-2015 Receivables and the ACR Receivables by paying the consideration required in Addendum 1 and Addendum 2. Omni contends that First 100 and GFY never provided it with advance notice of their entering into that contract. GFY disputes that contention.

P. As contemplated under the First 100/GFY PPSA, on March 18, 2016, GFY remitted payment to APV in the amounts of \$376,740.00 for the purchase of the 2014-2015 Receivables and \$334,134.70 for the purchase of the ACR Receivables. GFY contends that it purchased the 2014-2015 Receivables and the ACR Receivables from APV free and clear of any security interest held by Omni or PrenPoinciana. Omni contends that (i) GFY only purchased those Receivables through First 100, not directly from APV; and (ii) Omni held a first-priority security interest in those Receivables, and such interest continued to remain attached and perfected despite GFY's payment to APV and alleged assumption of title.

Q. On April 1, 2016, Omni and PrenPoinciana issued new, separate Notifications of Disposition of Collateral (of Personal Property of First 100, LLC), commencing the UCC foreclosure sale process with respect to all of First 100's personal property.

R. After entering into the First 100/GFY PPSA and remitting payment to APV, GFY was told by ACR that additional payment to ACR would be required to obtain the ACR Receivables. On May 19, 2016, GFY entered into an "Assignment Agreement" with ACR, pursuant to which GFY acquired all of ACR's rights in the ACR Receivables in exchange for an initial payment of \$190,757.69, among other consideration.

S. On May 23, 2016, the District Court issued an Order denying motions for preliminary injunction filed by First 100 and GFY, which had sought to enjoin the UCC foreclosure sales noticed by Omni and PrenPoinciana.

T. On May 25, 2016, Omni held a UCC foreclosure sale, in which it sold First 100's personal property in eight separate lots. Omni was the prevailing bidder in all eight sales, and as such Omni now contends it is now the legal owner of all of First 100's personal property sold at the UCC foreclosure sale, including, *inter alia*, First 100's right, title, and interest in the 2013 Receivables, 2014-2015 Receivables, and ACR Receivables.

U. A dispute now exists between Omni and GFY regarding ownership of the 2014-2015 Receivables and the ACR Receivables, with (i) Omni claiming that it either has absolute ownership of those Receivables by virtue of the May 25, 2016 foreclosure sale, or a continuing first-priority security interest in those Receivables, and (ii) GFY claiming, among other things, that it has absolute ownership of those Receivables in having purchased them free and clear of any security interest held by Omni or PrenPoinciana directly from APV (in the case of the 2014-2015 Receivables) and ACR (in the case of the ACR Receivables).

V. An additional dispute now exists between Omni and Kal-Mor regarding the validity, effectiveness, and priority of the Deeds of Trust as recorded against the Kal-Mor Real Properties, with (i) Omni claiming that it holds valid and enforceable first-position security interests in the Kal-Mor Real Properties, and (ii) Kal-Mor claiming that the Deeds of Trust are voidable or otherwise ineffective as to one or more of the Kal-Mor Real Properties.

W. The Parties now desire to resolve all differences, disputes and disagreements between them relating to the 2014-2015 Receivables and the ACR Receivables. This Agreement, however, is not intended to address or resolve any dispute between the Parties as to the Kal-Mor Real Properties.

NOW THEREFORE, based on the foregoing, and in consideration of the mutual agreements, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

#### TERMS OF AGREEMENT

1. **Recitals.** The Recitals are true and accurate and are incorporated into this Agreement as an integral part hereof.

2. **No Admission of Liability.** Nothing in this Agreement is meant to suggest that Omni has any valid claims against GFY or that GFY has any valid claims against Omni. Each Party hereto denies any wrongdoing, illegal conduct, or liability whatsoever on its part in connection with the Lawsuit or otherwise, whether in contract or tort, and this Agreement shall not be construed as an admission of liability by any Party. Each Party agrees that it is in its best interests to settle these disputes on the terms set forth herein, strictly as a means to (i) settle their disputes regarding ownership of the 2014-2015 Receivables and ACR Receivables; (ii) terminate the Lawsuit as among them; and (iii) avoid further disputes or disagreements among them regarding the 2014-2015 Receivables and ACR Receivables.

3. **Relinquishment of Claims to Receivables.**

(a) **GFY Relinquishes All Claims to 2013 and 2014-2015 Receivables.**

(1) The Parties acknowledge and agree that Omni has absolute ownership and all right, title, and interest in the 2013 Receivables and 2014-2015 Receivables and all related proceeds, including (i) future proceeds which may be collected; and (ii) all proceeds collected to date and currently held by (or in the process of being collected by) McCabe or any other third party with respect to the 2013 Receivables and 2014-2015 Receivables, regardless of whether such proceeds are currently allocated to Omni or GFY. If (or to the extent) Omni does not already have such absolute ownership and all right, title, and interest in the 2013 Receivables and 2014-2015 Receivables and all related proceeds, GFY hereby irrevocably transfers and assigns such Receivables to Omni, on an "as is" basis. GFY (for itself, Kal-Mor and its and their affiliates) irrevocably relinquishes any and all claims relating to the 2013 Receivables and 2014-2015 Receivables and all related proceeds, as against Omni, in each case for the past, present, and future.

(2) Upon entry of the Stipulated Judgment provided in Section 5 herein, GFY's counsel shall send McCabe a signed writing, with Omni as co-signor, in a form to be reasonably agreed upon by the parties in good faith within seven (7) days of such entry. The writing shall confirm that GFY relinquishes all claims relating to the 2013 Receivables and 2014-2015 Receivables and related proceeds, and that all such proceeds shall be immediately re-allocated to Omni without any setoff, deduction, or withholding whatsoever.

(b) **Omni Relinquishes All Claims to ACR Receivables.**

(1) The Parties acknowledge and agree that GFY has absolute ownership and all right, title, and interest in the ACR Receivables and all related proceeds, including (i) future

proceeds which may be collected; and (ii) all proceeds collected to date and currently held by (or in the process of being collected by) McCabe or any other third party with respect to the ACR Receivables, regardless of whether such proceeds are currently allocated to Omni or GFY. If (or to the extent) GFY does not already have such absolute ownership and all right, title, and interest in the ACR Receivables and all related proceeds, Omni hereby irrevocably transfers and assigns such Receivables to GFY, on an "as is" basis. Omni (for itself and its affiliates) irrevocably relinquishes any and all claims relating to the ACR Receivables and all related proceeds, as against GFY, in each case for the past, present, and future.

(2) Upon entry of the Stipulated Judgment provided in Section 5 herein, Omni's counsel shall send McCabe a signed writing, with GFY as co-signor, in a form to be reasonably agreed upon by the parties in good faith within seven (7) days of such entry. The writing shall confirm that Omni relinquishes all claims relating to the ACR Receivables and related proceeds, and that all such proceeds shall be immediately re-allocated to GFY without any setoff, deduction, or withholding whatsoever.

#### 4. Mutual General Release.

(a) Omni Release. Except for the rights and obligations of the Parties under this Agreement, and effective immediately upon the exchange of fully executed counterparts of this Agreement, Omni hereby unconditionally relieves, releases, acquits and forever discharges GFY and its successors, affiliates, attorneys, representatives, employees, agents, members, officers, and directors of and from any and all civil claims, debts, liabilities, judgments, expenses, indebtedness, breaches of contracts, duty or relationship, accounts, liens, obligations, promises, acts, omissions, misfeasances, malfeasances, agreements, costs, expenses (including, but not limited to attorneys' fees), damages, sums of money, compensation, contracts, controversies, equity or other interests owed, losses and remedies therefor, choses of action, rights of indemnity or liabilities of any type, kind, nature or description or character whatsoever, actions and causes of action, of any kind or nature, whether liquidated or unliquidated, suspected or unsuspected, fixed or contingent, based on, arising out of, concerning, or in any manner relating to the First 100/GFY PPSA, the 2013 Receivables, 2014-2015 Receivables, ACR Receivables, proceeds thereof, and the real properties to which the 2013 Receivables, 2014-2015 Receivables, and ACR Receivables relate.

Notwithstanding the terms provided herein, Omni reserves all rights to assert claims and conduct Enforcement Actions relating to any asset or property other than the 2013 Receivables, 2014-2015 Receivables, and/or ACR Receivables, whether owned (previously, currently, or in the future) by GFY or a third party, including but not limited to the Kal-Mor Real Properties, associated proceeds, rents, and/or other assets.

(b) GFY and Kal-Mor Release. Except for the rights and obligations of the Parties under this Agreement, and effective immediately upon the exchange of fully executed counterparts of this Agreement, GFY (including Kal-Mor, jointly and severally) hereby unconditionally relieves, releases, acquits and forever discharges Omni and its successors, affiliates, attorneys, representatives, employees, agents, members, officers, and directors of and from any and all civil claims, debts, liabilities, judgments, expenses, indebtedness, breaches of contracts, duty or relationship, accounts, liens, obligations, promises, acts, omissions, misfeasances, malfeasances, agreements, costs, expenses (including, but not limited to attorneys' fees), damages, sums of money, compensation, contracts, controversies, equity or other interests owed, losses and remedies therefor, choses of action, rights of indemnity or liabilities of any type, kind, nature or description

or character whatsoever, actions and causes of action, of any kind or nature, whether liquidated or unliquidated, suspected or unsuspected, fixed or contingent, based on, arising out of, concerning, or in any manner relating to the First 100/GFY PPSA, the 2013 Receivables, 2014-2015 Receivables, ACR Receivables, proceeds thereof, and the real properties to which the 2013 Receivables, 2014-2015 Receivables, and ACR Receivables relate.

Notwithstanding the terms provided herein, GFY reserves all rights to assert claims and conduct Enforcement Actions relating to any asset or property other than the 2013 Receivables, the 2014-2015 Receivables and/or ACR Receivables, whether owned by Omni or a third party, including but not limited to the Kal-Mor Real Properties, associated proceeds, rents, and/or other assets.

(c) Obligations Hereunder. Nothing in this Section 4 shall constitute a release or waiver of any Party's obligations set forth in this Agreement.

5. Stipulated Judgment. Within seven (7) days of the Effective Date, the Parties' counsel shall (i) reasonably confer and agree, in good faith, on a form of Stipulated Judgment (the "Stipulated Judgment"); (ii) sign and deliver an executed original of the Stipulated Judgment to the other Party's counsel; and (iii) pursuant to FRCP 54, cause the Stipulated Judgment to be filed with the Court. The Stipulated Judgment shall, *inter alia*, include findings allocating the 2013 Receivables, 2014-2015 Receivables and ACR Receivables as provided herein and shall serve as a final judgment between Omni, GFY and Kal-Mor of all claims and counterclaims asserted in the Lawsuit. Following the submission of such Stipulated Judgment, GFY shall no longer participate in the Lawsuit proceedings, except as required by applicable law or an order of the District Court.

6. Security Interests.

(a) GFY Termination. Effective as of the Effective Date, GFY and its affiliates hereby:

(i) terminate, waive, and relinquish its or their security interest, if any, in the 2013 Receivables and 2014-2015 Receivables, and

(ii) shall, within five (5) business days of the Effective Date, file a UCC-3 amendment (not a termination) to all of its existing UCC filings relating to Receivables, including without limitation (A) Mr. Darroch's UCC-1 filing against First 100 (and its Affiliate, 1<sup>st</sup> One Hundred Holdings LLC) on May 13, 2015 in the State of Nevada; and (B) GFY's UCC-1 filing against APV on August 5, 2016 in the State of Florida. The UCC-3s shall amend those filings to thereafter expressly exclude the 2013 Receivables and 2014-2015 Receivables from the scope of its security interests. Such UCC-3s shall be in form and substance reasonably acceptable to Omni, and in the event GFY does not timely file the same, GFY hereby authorizes Omni (and grants a limited power of attorney to Omni solely to) file the appropriate UCC-3 amendment notices.

(b) Omni Termination. Effective as of the Effective Date, Omni hereby:

(i) terminates, waives, and relinquishes its security interest, if any, in the ACR Receivables (but not any other assets, including the Real Properties), and

(ii) shall, within five (5) business days of the Effective Date, file a UCC-3 amendment (not a termination) to all of its existing UCC filings relating to Receivables, including without limitation (A) Omni's UCC-1 filing against First 100 in the State of Nevada, and (B) Omni's UCC-1 filing against First 100 in the State of Florida). The UCC-3s shall amend those filings to thereafter expressly exclude the ACR Receivables from the scope of its security interests.

Such UCC-3s shall be in form and substance reasonably acceptable to GFY, and in the event Omni does not timely file the same, Omni hereby authorizes GFY (and grants a limited power of attorney to Omni solely to) file the appropriate UCC-3 amendment notices.

(c) No Merger. Notwithstanding anything else herein, to the fullest extent permitted by applicable law, Omni does not waive or relinquish its security interest in the 2013 Receivables and 2014-2015 Receivables. Likewise, to the fullest extent permitted by applicable law, GFY does not waive or relinquish its security interest in the ACR Receivables. The Parties' express intention is that the common-law doctrine of merger not be applicable, directly or indirectly, in whole or in part, to those assets.

7. Severability. If any provision of this Agreement is found to be invalid or otherwise unenforceable, such provision (or portion thereof) shall be deemed deleted from this Agreement, while all other terms and conditions will remain in full force and effect and continue to bind the Parties. In lieu of the invalid or unenforceable provision (or portion thereof), the Parties (or Court, if necessary) shall add to the Agreement a provision that is valid, not void, and enforceable and as similar to such invalid or unenforceable provision as may be possible.

8. Governing Law; Venue; Waiver; Fees.

(a) Governing Law. This Agreement and its interpretation, enforcement, and/or any matters arising out of, related to, or in any way connected with this Agreement shall be governed by the substantive laws of the State of Nevada, excluding that body of law relating to conflicts or choice of laws.

(b) Venue; Waiver. The exclusive venue for any disputes and disagreements arising from and/or otherwise relating to this Agreement shall be the courts of competent jurisdiction in the State of Nevada, Clark County. With respect to any such litigation, the Parties hereby knowingly, voluntarily, and intentionally, after consultation with legal counsel, waive their respective rights to a jury trial.

(c) Fees. The Parties have each agreed to pay their own respective attorneys' fees and costs that have been incurred during or in connection with the Lawsuit and the negotiation and preparation of this Agreement; provided, however, that in the event of any breach of this Agreement, the prevailing Party in any arbitration brought in connection with such breach shall be entitled to its reasonable attorneys' fees and costs. The term "prevailing party" for the purposes of this Section shall mean the Party which prevailed on the main issue or issues (and thus can include a Party who has successfully defended itself against any claim that has been asserted against such Party).

9. Representations, Warranties, and Covenants.

(a) Mutual Representations, Warranties, and Covenants. Each Party (the "Representing Party") represents, warrants, and covenants to the other Party as of the Effective Date:

(1) Authorization. The Representing Party: (i) has full power and authority to enter into this Agreement and perform its obligations hereunder; and (ii) has taken all necessary action to authorize execution, delivery and performance of this Agreement (and the person(s) signing on behalf of the Representing Party hereby represent and warrant such due authorization). Upon full execution, this Agreement shall constitute a legal, valid and binding obligation of the Representing Party (except as modified by insolvency laws, and subject to principles of equity).



(2) *Legal Advice.* The Representing Party has received or had the full opportunity to receive independent legal advice from attorneys of its choice with respect to this Agreement, and is knowingly and voluntarily entering into this Agreement, intending to be legally bound by all of the provisions hereof.

(3) *Representations.* In entering into this Agreement, the Representing Party is not relying upon: (i) any oral statement or representation of another Party, or (ii) a statement or representation by another Party in an email or other writing which is not restated herein.

(4) *No Prior Assignments.* The Representing Party has not assigned, transferred, or purported to assign or transfer any of the claims or demands that are hereby released pursuant to this Agreement, nor will purport to assign or transfer any such claims or demands after the Effective Date.

(5) *Solvency.* The Representing Party is not insolvent, nor will be rendered insolvent by entering into this Agreement or performing the transactions contemplated herein.

(b) GFY's Representations, Warranties, and Special Covenants. GFY represents, warrants, and covenants to Omni as of the Effective Date:

(1) *First 100 Transfers.* Since the making of the Omni Loan on May 27, 2014, neither First 100 nor any of its affiliates has transferred, gifted, or sold to GFY or any of its affiliates, at any time, whether directly or indirectly, whether made and then returned, any property or assets of any kind, regardless of value, other than (i) the purported transfer of the 2014-2015 Receivables and ACR Receivables pursuant to the First 100/GFY PPSA (a true and complete copy of which has been provided by GFY to Omni during discovery in the Lawsuit); (ii) the Kal-Mor Real Properties; or (iii) other real properties that are not subject to Omni's Deeds of Trust.

(2) *2013, 2014-2015, and ACR Receivable Proceeds.*

(A) GFY has not collected and is not currently in possession of the proceeds of collection actions on the 2013, 2014-2015, and/or ACR Receivables (other than proceeds held in trust for GFY by McCabe).

(B) GFY has no knowledge of any third party (including First 100 or its Affiliates) having collected or being currently in possession of, the proceeds of collection actions on the 2013, 2014-2015, and/or ACR Receivables, other than: (i) proceeds held in trust by McCabe and included in his accountings to the parties hereto; and (ii) proceeds paid to McCabe, APV, Omni, PrenPoinciana, and First 100 (but only proceeds disbursed by McCabe prior to the Court freezing disbursements in January 2016).

(c) Omni's Special Disclosure. For the avoidance of doubt, Omni makes no representation or warranty whatsoever, nor is contractually committed herein to, apply the value of the 2014-2015 Receivables, or the proceeds derived therefrom (in both cases, the claims to which were relinquished by GFY in Section 3(a) hereunder), to pay down the balance of the Omni or Prentice Loans, as (i) this is a settlement among Omni, GFY, and Kal-Mor, not the obligor and/or guarantors under the Omni and Prentice Loans, and (ii) prior to the Effective Date, GFY has asserted all right, title, and interest in such Receivables and proceeds, to the exclusion of any third party.

10. Miscellaneous.

(a) Agreement Not to Be Construed Against Drafter. This Agreement shall not be construed in favor of or against any of the Parties hereto, regardless of which Party initially drafted or subsequently edited any portion of it. This Agreement has been reviewed and revised by counsel for each Party, and the terms and conditions hereof were determined through arms-length negotiations by the Parties.

(b) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and shall supersede and replace all promises, representations, covenants, warranties, guaranties and agreements that occurred prior to the date hereof. Each of the Parties hereto acknowledge that no person, agent or attorney has made any promises, representations or warranties whatsoever, express or implied, that are not contained herein, to induce the execution of this Agreement, and each party further acknowledges that this instrument has not been executed in reliance on any such promise, representation, warranty or agreement not contained herein.

(c) Modification Only In Writing; No Waiver. This Agreement may only be modified by a writing signed in ink by both Parties. No waiver of any term or condition of this Agreement shall be effective unless in writing and signed in ink by the Party sought to be charged with such waiver.

(d) Further Assurances. The Parties agree to do any commercially reasonable act or thing and execute any and all commercially reasonable documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement, at its own reasonable cost and expense.

(e) Cumulative Remedies. The rights and remedies of the Parties are cumulative and not alternative, except as otherwise expressly provided for herein.

(f) Successors and Assigns; No Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors and assigns. Except as expressly set forth herein, (i) nothing in this Agreement shall be construed to give any person/entity (e.g., First 100 and APV) other than the Parties (and their permitted successors and assigns) any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, and (ii) this Agreement is for the sole and exclusive benefit of the Parties (and their permitted successors and assigns).

(g) Headings. The headings of the Sections and subsections of this Agreement are for convenience of reference only and shall not be of any effect in construing the meanings of any Section or provision of this Agreement.

(h) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. An emailed or facsimile signature of a signed Agreement shall constitute an original. This Agreement shall not be binding upon any Party until signed by all Parties where indicated below.

*[The remainder of this page is blank and the signature page follows.]*

[Signature Page to Settlement Agreement]

Accepted and Agreed this \_\_\_\_ day of  
November, 2016

**OMNI FINANCIAL, LLC**

By: \_\_\_\_\_  
Name: Martin Boone  
Title: Manager

Accepted and Agreed this 23 day of  
November, 2016

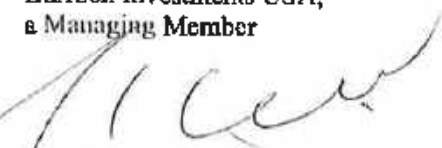
**GFY MANAGEMENT LLC**

By:   
Name: Greg Darroch  
Title: Manager

Accepted and Agreed this 23 day of  
November, 2016

**KAL-MOR-USA, LLC**

By: Darroch Investments USA,  
a Managing Member

By:   
Name: Greg Darroch  
Title: Managing Member

**EXHIBIT A**  
**Kal-Mor Real Properties**

|    | Address                                     | APN            | County    | Current Owner    |
|----|---|----------------|-----------|------------------|
| 1. | 1217 Neva Ranch Avenue, North Las Vegas, NV | 124-26-311-029 | Clark, NV | Kal-Mor-USA, LLC |
| 2. | 5782 Camino Ramon Ave., Las Vegas, NV       | 140-21-611-018 | Clark, NV | Kal-Mor-USA, LLC |
| 3. | 6575 Shining Sand Avenue, Las Vegas, NV     | 161-10-511-072 | Clark, NV | Kal-Mor-USA, LLC |
| 4. | 230 E. Flamingo Road #330, Las Vegas, NV    | 162-16-810-355 | Clark, NV | Kal-Mor USA, LLC |
| 5. | 4400 Sandy River Dr. #16, Las Vegas, NV     | 163-24-612-500 | Clark, NV | Kal-Mor-USA, LLC |
| 6. | 4921 Indian River Dr. #112, Las Vegas, NV   | 163-24-612-588 | Clark, NV | Kal-Mor-USA, LLC |
| 7. | 5009 Indian River Dr. #155, Las Vegas, NV   | 163-24-612-639 | Clark, NV | Kal-Mor-USA, LLC |
| 8. | 5295 Indian River Dr. #314, Las Vegas, NV   | 163-24-612-798 | Clark, NV | Kal-Mor-USA, LLC |
| 9. | 2615 W. Gary Avenue #1065, Las Vegas, NV    | 177-20-813-127 | Clark, NV | Kal-Mor-USA, LLC |



EXHIBIT “A-4”

EXHIBIT “A-4”

Omni: *[Signature]*  
First 100/Holdings/Guarantors: *[Signature]*

# **SETTLEMENT AND MUTUAL GENERAL RELEASE AGREEMENT**

This Settlement and Mutual General Release Agreement ("Agreement") is entered into as of this 16th day of January 2017 (the "Effective Date") by and between Omni Financial, LLC, a California limited liability company ("Omni"), on the one hand, and First 100, LLC ("First 100"), a Nevada limited liability company, 1st One Hundred Holdings, LLC ("Holdings"), and Jay Bloom, Carlos Cardenas, Christopher Morgando, and Matthew Farkas (collectively, and together with Holdings, "Guarantors"), on the other hand, each of which is a "Party" and collectively the "Parties" with respect to the following facts:

## **RECITALS**

A. First 100, LLC ("First 100") purchased certain homeowner association liens/receivables ("HOA Receivables") from the Association of Poinciana Villages ("APV") pursuant to a July 2013 contract and two Addenda thereto dated October and December 2015 (collectively, the "APV Contract"). The initial APV Contract provided for First 100's purchase of HOA Receivables for the year 2013 (the "2013 Receivables"), as well as the purchase of future HOA Receivables in return for a promise to pay the additional subsequent price for those future delinquent HOA Receivables. Addendum 1 involved the sale of HOA Receivables for 2014 and 2015 (the "2014-2015 Receivables") and Addendum 2 involved the sale of HOA Receivables for additional properties located within APV (the "ACR Receivables").

B. Omni made available a line to First 100 in the original potential maximum principal amount of Five Million Dollars (USD \$5,000,000.00) against which Omni made an initial actual advance of \$2,550,000.00 the "Omni Loan") pursuant to that certain Loan Agreement dated May 27, 2014, and the addenda and amendments thereto (collectively, the "Omni Loan Documents"), by and among First 100 as Borrower and Omni as the lead participating lender, and evidenced by, among other things, (1) a Promissory Note dated May 27, 2014 by First 100 as obligor and Omni as payee; (2) a Security Agreement dated May 27, 2014 between First 100 as pledgor and Omni as pledgee (the "Security Agreement"), and (3) UCC-1 filings by Omni against First 100 in Nevada and Florida (the "UCC-1s"). Together, the Security Agreement and those UCC-1s expressly encumbered all of First 100's personal property, including all of its rights in HOA Receivables, with Omni being promised and taking a first-priority, senior position against all other First 100 creditors.

C. After the initial Omni Loan disbursement, First 100, with Omni's consent and participation, transferred certain interests in the 2013 Receivables to PrenPoinciana, LLC, a Delaware limited liability company ("PrenPoinciana"), by virtue of (i) a Proceeds Purchase and Sharing Agreement dated February 2, 2015 among Omni, PrenPoinciana, and First 100; and (ii) a Payment Arrangement Agreement dated March 2015 among Omni, PrenPoinciana, and First 100, and McCabe Law Group, P.A. (the "McCabe Firm"). In the first of those two agreements, First 100 expressly gave PrenPoinciana a "second lien security interest in, and lien, claim and encumbrance on, the Poinciana Beneficial Interest and the Company Purchased Poinciana Net Proceeds," which First 100 contends was for the sole purpose of creating a public record of PrenPoinciana's equity interest in that negotiated portion of First 100 future cash flows to be realized, later perfected by a UCC-1 financing statement dated February 18, 2015.

Initials:

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First 100/Holdings/Guarantors: *JS*

D. On or around April 20, 2015, a PrenPoinciana Affiliate, Prentice Lending II, LLC, a Delaware limited liability company ("Prentice Lending") agreed to lend, and lent, First 100 USD \$150,000.00, net funded in the amount of USD \$126,617.30, pursuant to that certain Secured Short Term Original Issue Discount Promissory Note, as amended by Amendment No. 1 dated on or about May 14, 2015 (the "Prentice Loan"). On May 31, 2016, Omni paid USD \$800,000.00 to PrenPoinciana and Prentice Lending primarily to acquire the PrenPoinciana interests, and secondarily the Prentice Loan, both of which Omni asserts that it did in large part to simplify settlement negotiations with First 100, resulting in this Agreement.

E. On March 17, 2016, First 100 and GFY Management LLC ("GFY") entered into a Proceeds Purchase & Sharing Agreement (the "First 100/GFY PPSA") whereby First 100 agreed, for a purchase price of \$2,000,000.00, to transfer the following HOA portfolios to GFY: (1) the 2014-15 Receivables purchased by First 100 from APV under Addendum 1 to the APV Contract; and (2) the ACR Receivables purchased by First 100 from APV under Addendum 2 to the APV Contract. The First 100/GFY PPSA states, among other things, that (i) First 100 previously "purchased" the 2014-2015 Receivables and the ACR Receivables from APV and (ii) First 100 was to "sell, transfer and re-assign" this right to purchase to GFY, and GFY was to "purchase," under First 100's right, the Poinciana and ACR respective interests in the 2014-2015 Receivables and ACR Receivables. First 100 contends that the term "purchased" referred to an option to acquire the 2014-2015 Receivables and the ACR Receivables from APV, and Omni contends it was the actual purchase of the 2014-2015 Receivables and the ACR Receivables from APV.

F. A dispute has arisen between Omni and First 100 regarding a number of issues, as detailed in the pleadings among the parties, including but not limited to First 100's assertion in Court that after Omni UCC Sales #1, #2 and #3, the Omni debt was satisfied in full, and the amount due to Omni was Zero Dollars (USD \$0.00) (the "First 100 Asserted Actual Debt").

G. The Parties desire to resolve all differences, disputes and disagreements between them relating to all aspects of the Agreements and claims among the parties.

NOW THEREFORE, based on the foregoing, and in consideration of the mutual agreements, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

#### TERMS OF AGREEMENT

##### 1. Recitals; Definitions.

(a) The Recitals are true and accurate and are incorporated into this Agreement as an integral part hereof.

(b) Definitions. The following terms have the meanings set forth in the Agreement Sections cross-referenced below:

| Term              | Definition or Section Reference    |
|-------------------|------------------------------------|
| "ACR"             | Association Capital Resources, LLC |
| "ACR Receivables" | Recital A                          |
| "Additional Debt" | Section 9(b)                       |

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|                                  |  |
|----------------------------------|--|
| "Additional HOA Receivables"     | Section 4(c)(1)  |
| "Affiliate"                      | Section 4(a)(1)  |
| "Agreement"                      | 1 <sup>st</sup> Paragraph  |
| "APV"                            | Recital A  |
| "APV Contract"                   | Recital A  |
| "Business Day"                   | Section 7(d)   |
| "Claims"                         | Section 14(a)  |
| "Deeds of Trust"                 | Deeds of Trust and Mortgages encumbering the parcels of Real Property in the State of Nevada and elsewhere U.S. District Court for the District of Nevada  |
| "District Court"                 | 1 <sup>st</sup> Paragraph  |
| "Effective Date"                 | Omni letters dated April 8, 2015 and November 2, 2015 claiming First 100 to be in default of the Omni Loan; Omni asserting that it had accelerated that Loan; Omni commencing foreclosure actions which are the subject of this dispute; and Omni's response to the filing of lawsuits related to its claims |
| "Enforcement Actions"            | 1 <sup>st</sup> Paragraph  |
| "First 100"                      | Section 7(a)   |
| "First 100 Actions and Claims"   | Recital F  |
| "First 100 Asserted Actual Debt" | Recital E  |
| "First 100/GFY PPSA"             | Section 13   |
| "First 100 Parties"              | Recital E  |
| "GFY"                            | 1 <sup>st</sup> Paragraph  |
| "Guarantors"                     | 1 <sup>st</sup> Paragraph  |
| "Holdings"                       | Recital A  |
| "HOA Receivables"                | Section 14(c)  |
| "Indemnities"                    | First 100 lawsuit against Omni and PrenPoinciana filed on January 15, 2016, which includes the lawsuit by Kal-Mor and GFY filed against Omni and PrenPoinciana on the same date  |
| "Lawsuit"                        | Section 14(a)  |
| "Liabilities"                    | Section 7(a)   |
| "Litigation Liens"               | Recital C  |
| "McCabe Firm"                    | 1 <sup>st</sup> Paragraph  |
| "Omni"                           | Recital B  |
| "Omni Loan"                      | Recital B  |
| "Omni Loan Documents"            | Section 13   |
| "Omni Parties"                   | 1 <sup>st</sup> Paragraph  |
| "Parties"                        | Omni May 17, 2014 Loan guarantees made by the Guarantors   |
| "Payment Guaranties"             | Recital C  |
| "PrenPoinciana"                  | Recital D  |
| "Prentice Lending"               | Recital D  |
| "Prentice Loan"                  | Recital D  |



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|                                   |   |
|-----------------------------------|---|
| "Real Properties"                 | All parcels for which First 100 was required to record deeds of trust or mortgages under the Omni Loan Documents, which properties are listed in <u>Exhibit A</u>   |
| "Representing Party"              | Section 18(a)   |
| "Re-Transferred Assets"           | Section 11(a)   |
| "Security Agreement"              | Recital B   |
| "Stipulated Judgment"             | Section 15(e)   |
| "Stipulated Judgment Debt"        | Section 3(a)  |
| "Stipulated Judgment Debt Return" | Section 3(b)  |
| "UCC Sale"                        | May 25, 2016 Omni's disputed UCC foreclosure sale, referenced in the Notification of Disposition dated April 1, 2016 and Bill of Sale dated May 26, 2016, pursuant to which Omni claims to have sold First 100's personal property in eight separate lots to itself for credit bids, but which First 100 disputed |
| "UCC-1s"                          | Recital B   |
| "2013 Receivables"                | Recital A   |
| "2014-2015 Receivables"           | Recital A   |

2. No Admission of Liability. Nothing in this Agreement is meant to suggest that Omni has any valid claims against First 100 or the Guarantors, or that First 100 has any valid claims against Omni. In this Agreement, each Party denies any wrongdoing, illegal conduct, or liability whatsoever on its part in connection with the Lawsuit or otherwise, whether in contract or tort, and this Agreement shall not be construed as an admission of liability by any Party. Each Party agrees that it is in its best interests to settle these disputes on the terms set forth herein, strictly as a means to (i) settle their disputes regarding the UCC Sale and the default of the Omni Loan; (ii) terminate the Lawsuit as among them; and (iii) avoid further disputes or disagreements among them regarding the UCC Sale and the default of the Omni Loan.

3. Debt Amounts.

(a) The Parties agree and consent to a stipulated judgment debt owed to Omni (the "Stipulated Judgment Debt") in the amount of Four Million Eight Hundred Thousand Dollars (USD \$4,800,000).

(b) The Parties acknowledge and agree that the Stipulated Judgment Debt is a settlement figure and does not represent the comprehensive, actual debt owed by First 100 to Omni as of the date hereof, which debt, including as a result of Omni's acquisition of the PrenPoinciana Loan and related interest, currently exceeds Six Million Two Hundred Thousand Dollars (USD \$6,200,000) (notwithstanding First 100's assertion in its pleadings that the actual debt owed is zero dollars (\$0.00) after the completion of Omni Sales #1, #2 and #3, which Sales allegedly fully and completely satisfied any debt to Omni). The Parties hereby agree that in addition to the Stipulated Judgment Debt and Additional Debt, Omni would be paid an additional One Million Two Hundred Thousand Dollars (USD \$1,200,000) (the "Stipulated Judgment Debt Return") under the terms of Sections 11(b)(ii) and/or 13.

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(c) For the avoidance of doubt, pursuant to Section 9(b), the Stipulated Judgment Debt shall be deemed automatically increased by the amount of Additional Debt accrued but outstanding from time to time.

4. Relinquishment of Claims to HOA Receivables.

(a) 2013 and 2014-2015 Receivables.

(1) The Parties acknowledge and agree that as a result of the Omni UCC Sales #1 and #2, Omni has absolute ownership and all right, title, and interest in the 2013 Receivables and 2014-2015 Receivables and any and all related proceeds, including (i) future proceeds which may be collected; and (ii) all proceeds collected to date and currently held by (or in the process of being collected by) the McCabe Firm with respect to the 2013 Receivables and 2014-2015 Receivables, regardless of whether such proceeds are currently allocated to Omni or First 100. If (or to the extent) Omni does not already have such absolute ownership and all right, title, and interest in the 2013 Receivables and 2014-2015 Receivables and all related proceeds as a result of the UCC Sales #1 and #2, then First 100 (for itself, Holdings, Guarantors, and its and their Affiliates) hereby irrevocably transfers and assigns such Receivables to Omni. Omni agrees and acknowledges that any and all proceeds received under the 2013, 2014 or 2015 assessments are to be applied to the Stipulated Judgment Debt of First 100. First 100 (for itself, Holdings, Guarantors, and its and their Affiliates) irrevocably relinquishes any and all claims relating to the 2013 Receivables and 2014-2015 Receivables and all related proceeds, as against Omni, in each case for the past, present, and future, and Omni agrees that the amount of the Stipulated Judgment Debt shall be reduced by any and all monies received by Omni under the 2013, 2014 and 2015 Assessments, either directly from lien payoffs, sales proceeds from auctions resulting therein, or from rents or equities realized from real property resulting from each and any lien foreclosure. In this Agreement, "Affiliate" means, for any particular entity, any other entity controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, by contract, or otherwise.

(2) Upon entry of the Stipulated Judgment provided in Section 15(e) herein, First 100 shall direct the McCabe Firm, in the signed writing in the form of Exhibit B hereto, that it (for itself, Holdings, Guarantors, and its and their Affiliates) irrevocably relinquishes all claims relating to the 2013 Receivables and 2014-2015 Receivables and related proceeds, and that all such proceeds shall be immediately re-allocated to Omni without any setoff, deduction, or withholding whatsoever, until such time as the Stipulated Judgment Debt has been satisfied. That letter shall expressly reference (without limitation) the relevant proceeds listed in the McCabe Firm accounting(s) attached in Exhibit C hereto (but that reference shall not mean that other proceeds to be relinquished to Omni hereunder are waived).

(3) All proceeds derived from the 2013 Receivables and 2014-2015 Receivables, be it by lien payoffs to the McCabe Law Firm, sales proceeds from auction, or from rents or equity realized in real property from properties derived from sheriffs sales of the real property collateral for each and every 2013, 2014 and 2015 lien, shall be applied by Omni to the Stipulated Judgment Debt referenced above in Section 3, reducing the amount thereof on a dollar-for-dollar basis.

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(b) ACR Receivables. As noted in the Recitals, Omni contends it took all right, title and interest in the ACR Receivables (and related proceeds) as a result of the Omni non-judicial UCC Sale #3, but subsequently relinquished any such claim to GFY and Kal-Mor via a Lawsuit settlement. To the extent First 100 currently has, or acquires in the future, a "back-end" or similar interest in the ACR Receivables or proceeds thereof, Omni hereby disclaims any absolute ownership and/or right, title, and interest in such First 100 interest or any cash flow derived thereunder.

(c) Other HOA Receivables.

(1) The Parties acknowledge and agree that as a result of the Omni non-judicial UCC Sale #3, Omni has absolute ownership and all right, title, and interest in all other HOA Receivables owned by First 100 from time to time from the inception of the Omni Loan through the date hereof, if and to the extent serviced by the McCabe Firm. Those other HOA Receivables (collectively the "Additional HOA Receivables") include but are not limited to those relating to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve, Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove), including (i) future proceeds which may be collected therefrom; and (ii) any and all proceeds collected to date and currently held by (or in the process of being collected by) the McCabe Firm (or any other servicer) with respect to the Additional HOA Receivables, regardless of whether such proceeds are currently allocated to Omni or First 100 (or any of its Affiliates), and Omni agrees that the amount of the Stipulated Judgment Debt shall be reduced by any and all monies received by Omni under these liens, either directly from lien payoffs, sales proceeds from auctions resulting therein, or from rents or equities realized from real property resulting from each and any lien foreclosure. If (or to the extent) Omni does not already have such absolute ownership and all right, title, and interest in the Additional HOA Receivables and all related proceeds as a result of the UCC Sale, First 100 (for itself, Holdings, Guarantors, and its and their Affiliates) hereby irrevocably transfers and assigns such Receivables to Omni. First 100 (for itself, Holdings and its and their Affiliates) irrevocably relinquishes any and all claims relating to the Additional HOA Receivables and all related proceeds, as against Omni, in each case for the past, present, and future.

(2) On the date hereof, as a condition precedent to closing, First 100 shall provide Omni with all documents in its possession relating to the Additional HOA Receivables that have not already been provided in discovery in the Lawsuit, if any, including any related (i) contracts, agreements, amendments, and instruments, (ii) powers of attorney, (iii) correspondence, (iv) collection history, accountings, claim ledgers, and similar, itemized, detailed HOA Receivable lists. After the date hereof, First 100 shall use reasonable best efforts to ensure that Omni has all information and legal authority necessary to control, manage, exercise rights with regards to, foreclose upon, collect upon, and retain the proceeds of the Additional HOA Receivables.

(3) Upon entry of the Stipulated Judgment provided in Section 15(e) herein, First 100 shall direct the McCabe Firm, in the signed writing in the form of Exhibit B hereto, that First 100 relinquishes all claims relating to the Additional HOA Receivables and related proceeds, and that all such proceeds shall be immediately re-allocated to Omni without any setoff, deduction, or withholding whatsoever.

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Omni: *MB*  
First 100/Holdings/Guarantors: *JS*

(4) All proceeds derived from the Additional HOA Receivables, be it by lien payoffs to the McCabe Law Firm, sales proceeds from auction, or from rents or equity realized in real property from properties derived from sheriff's sale of the real property collateral for each and every lien herein, shall be applied to the Stipulated Judgment Debt referenced above in Section 3, reducing the amount thereof on a dollar-for-dollar basis.

(5) First 100 (for itself, Holdings, Guarantors, and its and their Affiliates) hereby represents and warrants to Omni that from the inception of the Omni Loan through the date hereof, it has not owned or held, nor currently owns or holds, any interest in any HOA Receivables serviced by the McCabe Firm except for those identified in the Disclosure Schedule attached as Exhibit D hereto. This representation and warranty is true and may not be or become false or misleading in whole or in part without that constituting a material breach hereof. This representation and warranty shall survive the termination or expiration of this Agreement.

5. Relinquishment of All Claims to Cash Held By the McCabe Firm. As discussed above in Section 4, First 100 acknowledges and agrees that as a result of the UCC Sale #4, Omni has absolute ownership and all right, title, and interest in all cash held by the McCabe Firm in trust relating to the servicing of any HOA Receivables (except to the extent such proceeds (i) accrue from time to time to APV and/or the McCabe Firm, pursuant to applicable contract or (ii) accrue to Kal-Mor or GFY with respect to the ACR Receivables only). That includes without limitation any amounts previously or currently being held by the McCabe Firm in trust for Omni, First 100, PrenPoinciana, Kal-Mor, or GFY (except with respect to the ACR Receivables only). Upon entry of the Stipulated Judgment provided in Section 15(e) herein, First 100 shall direct the McCabe Firm, in the signed writing in the form of Exhibit B hereto, that First 100 relinquishes all claims relating to all such proceeds, and that all such proceeds shall be immediately re-allocated to Omni without any setoff, deduction, or withholding whatsoever. All such proceeds shall be applied on a dollar for dollar basis to the reduction of the Stipulated Judgment Debt amount (pursuant to Sections 4(a)(2) and 4(e)(4) herein).

6. Relinquishment of Settlement Funds.

(a) First 100 (i) hereby stipulates and agrees to release to Omni any and all right, title and interest in any settlement funds held by any of First 100's attorneys, worldwide, relating to litigation in which First 100 is a party (including but not limited to any funds currently held by the law firm of Weil & Drage) and (ii) shall direct those attorneys to release said settlement funds to Omni, without any setoffs or deductions, or withholding whatsoever, subject to and except for those specified in Section 7(e) below and subject to the limitation of any remaining outstanding amount of debt owed to Omni. All such proceeds shall be applied dollar for dollar to the Stipulated Judgment Debt referenced above in Section 3, reducing the amount thereof on a dollar-for-dollar basis.

(b) First 100 (for itself, Holdings, Guarantors, and its and their Affiliates) hereby represents and warrants to Omni that other than as listed in Exhibit D, there are no other settlement funds held by any of First 100's attorneys, worldwide, relating to litigation in which First 100 is a party. This representation and warranty is true and may not be or become false or misleading in whole or in part without that constituting a material breach hereof. This representation and warranty shall survive the termination or expiration of this Agreement.

Omni: Initials:

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7. Stipulated Lien In All First 100 Litigation.

(a) To the extent not already secured in Omni's favor pursuant to the Loan Documents, First 100 hereby grants to Omni a lien in all pending lawsuits, administrative actions, arbitrations, and litigation in which First 100 has asserted an affirmative claim, as well as in all unasserted claims that may give rise to such future litigation (collectively, the "First 100 Actions and Claims"), including but not limited to those specified in Exhibit E hereto (collectively, the "Litigation Liens") (but not including claims expressly listed in Exhibit D).

(b) First 100 hereby represents and warrants that the Litigation Liens granted to Omni have first priority over any and all other third parties (excepting for any governmental or tax authority), and that no other liens or assignments have been granted, issued or recorded against the First 100 Actions and Claims or are senior to the Litigation Liens.

(c) First 100 consents to any and all measures which Omni may take to attach and/or perfect the Litigation Liens, including but not limited to the recording of amendments to the UCC-1s and further UCC-1 financing statements or related documents.

(d) Omni may execute and file a Notice of Lien in each of the pending lawsuits identified in Section 7(a) above, the form of which is attached hereto as Exhibit E, within five (5) Business Days of full execution of this Agreement, and shall thereafter have the right, but not the duty, to file a similar Notice of Lien in any future lawsuits or filings arising with respect to the relevant lawsuits and unasserted claims. First 100 hereby covenants to give Omni prompt notice (i.e., within three (3) Business Days of filing) of any future lawsuits or similar actions arising out of the First 100 Actions and Claims. In this Agreement, a "Business Day" means a day except for a Saturday, Sunday, or a day when commercial banks in Las Vegas, Nevada and Capitola, California are authorized to close. The parties shall discuss and agree in good faith if such action should be added to Exhibit D or Exhibit E. If Omni chooses not to file a Notice of Lien in a given case, that does not constitute a waiver of Omni's Litigation Lien in such case.

(e) First 100 hereby covenants that within three (3) Business Days from receipt of any and all settlement funds, awards, payments, or any other amounts or consideration received or recovered by First 100 (including but not limited to funds received by First 100's principals, counsel, Affiliates, and/or agents) as a result of any settlement, compromise, preliminary or final resolution of the First 100 Actions and Claims, seventy-five percent (75%) of those funds (in excess of reasonable legal fees and costs) shall be forwarded by First 100 to Omni in the form of a cashier's check, money order, or wire transfer of immediately-available funds, without any setoff or deduction whatsoever, and without distributing all or any portion of such amounts to First 100, its other creditors, or any other third parties. Notwithstanding the foregoing, if any settlement is being consummated through a third-party escrow or title agent, then the payment to Omni shall be done directly through escrow or title, not to First 100 and then forwarded to Omni thereafter. Notwithstanding, the parties agree that no attorney-client relationship will be created by any lien with First 100's attorneys. All such proceeds shall be applied to the Stipulated Judgment Debt referenced above in Section 3, reducing the amount thereof on a dollar-for-dollar basis.

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Omni: *MB*

First 100/Holdings/Guarantors: *[Signature]*

(f) First 100 hereby covenants and warrants that it will use its reasonable best efforts to diligently and competently pursue each of the First 100 Actions and Claims to ensure that the Stipulated Judgment Debt is repaid to Omni in full.

(g) Within five (5) days of full execution of this agreement Omni shall file a "Notice of Withdrawal and Release of Claim of Transfer of Interest in All of First 100, LLC's Right Title & Interest in All Choses of Action" in the following matters: *First 100, LLC v. Shinderman et al.*, Case No. A-13-692189; *First 100, LLC v. Great Wash Park LLC et al.*, Case No. A-15-718640; *First 100, LLC v. Joel Just et al.*, Case No. A-14-705993; *First 100, LLC v. Richard Shanks et al.*, Case No. A-15-712626; and *First 100, LLC v. John Lasala*, Case No. 2:14-cv-01460-GMN-(CWH). This shall not effect Omni's right to file a Notice of Lien in those actions pursuant to Section 7(d).

(h) First 100 shall provide Omni with a reasonable opportunity to review and assess all potential settlements before agreeing to any partial or full resolution of any of the First 100 Actions and Claims. First 100 shall provide Omni with copies of all settlement offers and/or settlement agreements exchanged between parties in any of the lawsuits and unasserted claims, within two (2) calendar days of First 100's receipt of said proposed settlement agreements, for Omni's approval (which will not unreasonably be withheld), and shall also inform Omni of its incurred fees and costs (in the form of legal invoices, redacted solely to protect privileged communications between First 100 and its counsel). Should First 100 decide in its sole discretion not to pursue an action, it may make such determination and has no affirmative duty to Omni with respect thereto.

(i) Other than the Litigation Liens, Omni shall hold no interest, title or right in any of the First 100 Actions and Claims and shall not bear any responsibility for any costs, fees or liabilities that may arise with respect thereto (including without limitation attorneys' fees, filing fees, and witness/expert fees). Unless cross-sued or compulsorily joined by a third party, Omni shall not be a party to any claims, shall not provide any input or advice regarding litigation strategies, and shall not discuss said litigation with anyone other than its counsel and other advisors. Other than any filings that may be reasonable to protect or enforce its rights in the Litigation Liens, Omni shall not participate in any way in the prosecution of any such claims.

(j) Any disputes between the Parties regarding a proposed settlement shall be resolved by arbitration in Las Vegas, Nevada before one arbitrator, and the arbitration shall be administered by JAMS within fourteen days of submission and electronic service of Omni's complaint (or as soon thereafter, in the event JAMS does not have any available mediators until after fourteen days). The arbitration shall not provide for discovery (except limited discovery in favor of Omni if First 100 failed to provide Omni with the additional information referenced in Section 7(h) hereof). The arbitration shall not provide for appeal. The Party seeking arbitration shall initially bear the initial arbitration filing fees, but the prevailing party in any such arbitration shall be entitled to recovery of its reasonable costs and legal fees. This arbitration provision shall only apply to disputes between First 100 and Omni regarding the reasonableness of a potential settlement, and shall not be interpreted to enjoin Omni from seeking relief from any Court to protect or enforce its rights in

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the Litigation Liens in relation to third parties, nor its other rights and remedies with respect to this Agreement.

8. Real Properties.

(a) Transfer of Real Property from First 100 to Omni or Omni affiliate. Within five (5) business days of the execution of this Settlement Agreement, First 100 shall execute and deliver to Omni a quitclaim deed transferring all of its right, title, and interest in the four specific Real Properties identified in Exhibit A as still being owned by First 100. The quitclaim deeds shall be to an Omni Affiliate designated by Omni. Omni would place these properties with property management and these properties would be treated under the same terms and conditions as other properties taken back from foreclosure of HOA Receivables (e.g., Omni has a right but not the obligation to advance) as outlined in Section 4 above. The deeds shall be held by Omni's Affiliates and deemed delivered (irrespective of recording by Omni. Omni will proceed with the management and evaluation as to whether or not quiet title action and/or foreclosure action is required and prudent in order to clear title. All costs relating to any such transfer, including fees for preparation of documents, recording costs and transfer taxes, are to be solely born by Omni or its Affiliate.

(b) Quiet Title and Other Actions. On and after the Effective Date, with respect to all Real Properties for which no quitclaim deeds have been provided, First 100 may continue pursuing and exercising all appropriate First 100 Actions and Claims arising with including appropriate lawsuits to quiet title, defend title, eliminate other encumbrances and liens, and recover rents and other sums due from tenants and occupants. With respect to all Real Properties for which such quitclaim deeds are recorded, with effect from such recording, First 100 shall have sole and absolute discretion in the determination as to whether it will pursue a quiet title or wrongful foreclosure action with respect to each property. Should First 100 deem a property not worthy of a quiet title or wrongful foreclosure action, Omni or its Affiliate shall have the right to pursue the same at its own expense, such expense not subject to chargeback to First 100, but which expense will be treated as an Advance.

(c) Documents. On the date hereof, as a condition precedent to closing, First 100 shall provide Omni with all documents in its possession relating to the four Real Properties for which quitclaim deeds were provided, including any related (i) leases, subleases, licenses, contracts, agreements, amendments, and instruments; (ii) past and current contracts with property management companies; (iii) correspondence; (iv) repair and maintenance records; and (v) collection history, accountings, claim ledgers, and similar information regarding the rents and other revenues from those Properties. After the date hereof, First 100 shall use reasonable best efforts to ensure that Omni has all information and legal authority necessary to control, manage, exercise rights with regards to, collect upon, and retain the proceeds from those Properties.

(d) Management; Control; Rents. With respect to all four Real Properties for which quitclaim deeds were provided, Omni shall have sole management rights and control over those Properties, regardless of whether or not it records the quitclaim deeds. Neither First 100 nor any of its Affiliates shall directly or indirectly interfere in Omni's management of those Properties (e.g., no communications to or with the Omni's property manager(s)). Omni's management services shall be provided in a commercially reasonable manner (measured in accordance with evada's "business judgment rule", and further measured by the standard described in Section

Omni: Initiate

First 100/Holdings/Guarantors: JS

9(c)). All rents and other proceeds from the four Real Properties shall be collected by Omni and allocated:

- (i) first, to the satisfaction of any and all costs, fees, and expenses attributable to the management, repair, upkeep, and servicing of the four Real Properties (including without limitation property management fees, repair/maintenance costs, HOA dues, property taxes, utility charges, and quiet title, wrongful foreclosure, or similar actions). For the purposes of this Section 8(d), such costs, fees, and expenses include Omni's arrearages with respect to its temporary management of certain other Real Properties following the February 2, 2016 Court hearing; and
- (ii) second, regarding the remaining (i.e., net) proceeds, to the Stipulated Judgment Debt referenced above in Section 3, reducing the amount thereof on a dollar-for-dollar basis.

If First 100 or its Affiliates is in possession of any such rents or other proceeds from the four Real Properties on the Effective Date or takes possession thereafter, it shall immediately (within three (3) Business Days) give notice of the same to Omni and remit all such rents and other proceeds directly to Omni. If necessary, First 100 shall countersign a notice from Omni to the current occupants of those Properties, advising them to direct all future rents and other revenues directly to Omni's designated property-management company.

(e) Representation. First 100 (for itself, Holdings, Guarantors, and its and their Affiliates) hereby represents and warrants to Omni that in transferring the Real Properties (other than the four Real Properties to which it still retains title) to third parties, Omni provided all of those third parties, prior to closing the transfer transaction, with actual notice of the existence of Omni's first-priority security interest in those Real Properties. This representation and warranty is true and may not be or become false or misleading in whole or in part without that constituting a material breach hereof. This representation and warranty shall survive the termination or expiration of this Agreement.

9. Omni's Management and Collection of HOA Receivables.

(a) Collections Efforts. Omni shall pursue collections of the 2013 Receivables, 2014-2015 Receivables and Additional HOA Receivables through the McCabe Firm (or a similarly qualified attorney, at Omni's discretion) in a commercially reasonable manner (measured in accordance with Nevada's "business judgment rule", and further measured by the standard described in Section 9(c)).

(b) Omni Advances. Omni shall have the right, but not the obligation, to advance additional funds that may be required to:

- (i) retain attorneys, initiate foreclosures, bid at foreclosure sales, manage and repair properties to which Omni has taken title, satisfy rival liens, collect rents, enforce settlements, and/or to otherwise pursue such collections, all at Omni's sole and absolute discretion; and
- (ii) preserve and increase the collections from any and all foreclosed-upon properties (if the rents therefrom are insufficient to cover such expenditures), including without limitation outlays on improvements, repairs, property management fees, and HOA or other



Initials:

Omni: MA  
First 100/Holdings/Guarantors: AT

lien/creditor payoffs. This shall extend to the four Real Properties which are the subject of Section 8 above.

Any and all such funds advanced by Omni (collectively, as it may change from time to time, the "Additional Debt") shall be (i) treated as debt which forms a part of, and which increases (on a dollar-for-dollar basis), the Stipulated Judgment Debt and (ii) shall be the first portion of such Stipulated Judgment Debt which is satisfied from the proceeds identified in Section 4(a)(3) and 4(c)(4) herein.

(c) Management Standard. The Parties agree that (i) the management of the portfolio of liens is proper and adequate as long as the liens are serviced by the McCabe Firm or another licensed firm generally active in lien collections in Florida, and (ii) the management of any properties foreclosed upon is proper and adequate as long as placed with a licensed property management company in the relevant area to manage the properties until they are sold. Omni owes no fiduciary duty to First 100 (or its Affiliates) in relation to the 2013 Receivables, 2014-2015 Receivables, Additional HOA Receivables, and the real properties relating to the same. First 100 shall not assert any claim against Omni (or its principals or Affiliates) for any alleged fiduciary breaches or other mismanagement, absent clear and convincing evidence of gross negligence, willful misconduct and/or fraud by Omni. This standard would also be applied to the First 100 Parties when relevant assets are transferred pursuant to Section 11.

(d) First 100 Covenants. Neither First 100 nor any of its Affiliates shall directly or indirectly (i) bid at any such foreclosure sales unless it first obtains Omni's prior, written consent; nor (ii) interfere in Omni's management of the HOA Receivables or the underlying real properties.

(e) Reporting. Omni shall instruct (i) the McCabe Firm (and/or Omni's other counsel handling the 2013 Receivables, 2014-2015 Receivables and/or Additional HOA Receivables), and (ii) Omni's property manager(s) with respect to post-foreclosure properties, to copy all reports which they prepare for Omni directly to First 100. Omni shall be responsible to provide quarterly accountings of monies received as relates to the liens herein, or any real property resultant therefrom, as well as the application of such funds to the reduction of the Stipulation Judgment Amount, and additional moneys that Omni wishes to add to the Stipulated Judgment Debt and the end-of-quarter, adjusted Stipulated Judgment Debt balance. Notwithstanding, all other accountings are to be provided by the duly designated collection attorney(s) or property management company(ies).

#### 10. Omni's Security Interest.

(a) Retention; Amendment. Except as set forth in the following sentences, Omni neither waives nor relinquishes its existing, first-priority security interest in all of First 100's current and future assets as security for any Debt, and the subordinate security interest originally granted to PrenPoinciana. Effective as of the Effective Date, Omni hereby agrees to forbear any collection actions under those security interests not agreed to be transferred hereunder, so long as First 100 is not in breach of this Agreement. Omni hereby (i) terminates, waives, and relinquishes its security interest, if any, in First 100's interest in the ACR Receivables and First 100's Office Equipment; and (ii) shall, within five (5) Business Days of the Effective Date, file a UCC-3 termination to the UCC-1s reflecting the same. The UCC-3 termination shall terminate the prior Omni's security interests in those two assets only.

Initials:  
Omni: *MM*  
First 100/Holdings/Guarantors: *JS*

(b) No Merger. The Parties' express intention is that the common-law doctrine of merger not be applicable, directly or indirectly, in whole or in part, to the assets to which it has taken title pursuant to this Agreement (if applicable), including the four real properties referenced in Section 8(a).

11. Return of Assets to First 100.

(a) If and when Omni has received in immediately available funds an amount equal to the Stipulated Judgment Debt (plus any Additional Debt) from the proceeds attributable to:

- (i) the 2013 Receivables, 2014-2015 Receivables and Additional HOA Receivables (pursuant to Sections 4(a)(3) and 4(c)(4));
- (ii) any real estate acquired (be it rents collected or equity realized) from the foreclosure of those HOA Receivable portfolios;
- (iii) the settlements received from litigation as provided in Section 7(e) above; and
- (iv) the four specific Real Properties identified in Exhibit A as still being owned by First 100 (and which are the subject of Section 8(a) above);

then, within thirty (30) days of such date, and provided that First 100 is not then in breach of this Agreement, Omni shall:

- (1) quitclaim to First 100 (or its Affiliate, pursuant to First 100's instructions) all of its right, title, and interest in the remaining 2013 Receivables, 2014-2015 Receivables and Additional HOA Receivables, real estate acquired from the foreclosure of those HOA Receivable portfolios, and litigation referenced in Section 7 above;
- (2) release all remaining Litigation Liens in the First 100 Actions and Claims;
- (3) cease any claim or recovery of the seventy-five percent (75%) of settlement funds described in Section 7(e); and
- (4) quitclaim all of its right, title, and interest in the relevant four Real Properties to First 100 (or its Affiliate, pursuant to First 100's instructions);

(such HOA Receivable portfolios, the First 100 Actions and Claims, the settlement proceeds, and the four Real Properties, collectively, the "Re-Transferred Assets").

(b) Once Omni has been paid in full the Stipulated Judgment Debt (plus any Additional Debt) and First 100 (and/or its Affiliate(s)) is in ownership of the Re-Transferred Assets:

- (i) the Parties will execute a written proceeds agreement with all third party legal counsel and management companies or agencies managing the properties, to carry out the distribution of proceeds as provided in this Section 11(b); and
- (ii) First 100 and/or its Affiliate(s) shall direct the relevant legal counsel and management companies or agencies to pay Omni fifty percent (50%) of all proceeds from the Re-Transferred Assets until Omni has been paid the full

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Omni: *MG*  
First 100 Holdings-Guarantors: *JS*

amount of the Stipulated Judgment Debt and Stipulated Judgment Debt Return. Thereafter, Omni shall receive five percent (5%) of such proceeds until the Re-Transferred Assets have been liquidated in full; provided, however, that Omni shall have no entitlement to that five percent (5%) with respect to the proceeds from the four specific Real Properties.

Other than the written proceeds agreement contemplated above for the distributing of funds, First 100 and its Affiliate(s) would have the same management conditions and requirements over the Re-Transferred Assets as Omni had under Section 9 (including, for example, a duty to forward onward all reports from the legal counsel and management companies or agencies).

12. **Office Equipment.** Omni hereby releases the assets under its non-judicial foreclosure sale #5. In the event such sale is not recognized as void, Omni hereby quit claims all of its right, title, and interest to First 100's office equipment, furniture, and similar assets acquired in lot #5 of the UCC Sale. The Parties agree that as of the Effective Date, Omni is not and has never been in possession of any of that property.

13. **Omni Loan Guarantees.** Omni hereby releases the Payment Guarantees provided by Jay Bloom, Carlos Cardenas, Christopher Morgando, and Matthew Farkus (but not, for the avoidance of doubt, the Payment Guaranty provided by Holdings); provided, however, that as a condition subsequent to such release, First 100 shall not commit a material breach of this Agreement in the form of (1) any one of First 100, its Affiliates, or its or their owners, members, stockholders, partners, managers, directors, officers, employees, professionals, attorneys, advisors, agents, or family members of the same (the "First 100 Parties") directly or indirectly bringing a suit or proceeding of any kind against Omni, its Affiliates (including without limitation Orbis, Genesis, and Firmus), or its or their owners, members, stockholders, partners, managers, directors, officers, employees, professionals, attorneys, advisors, agents, or family members of the same (the "Omni Parties") (except with respect to Section 15(d) or Omni's failure to turn over the Re-transferred Assets once the Stipulated Judgment Debt is paid, as provided in Section 11(a) above; or (2) a First 100 Party not tendering payments first received by First 100 wherein such payments received are due Omni or directing the relevant third party to make a payment due under Section 7(c) hereunder. In either such event, First 100 and the Guarantors shall be jointly and severally liable as to (i) any and all amounts still due to Omni under the Stipulated Judgment Debt and Stipulated Judgment Debt Return (including the Additional Debt) (and not just the Stipulated Judgment Debt), and (ii) all damages resulting from that breach. As a condition precedent to the release herein, each of the Guarantors must execute and deliver this Agreement to Omni.

14. **Mutual Indemnification.**

(a) **Indemnity.** To the maximum extent permitted by applicable Law, (i) First 100, Holdings, and the Guarantors jointly and severally acknowledge and agree that each of them is solely responsible for, and hereby agrees to indemnify, defend, protect, and hold harmless, the Omni Parties, and (ii) Omni acknowledges and agrees that it is solely responsible for, and hereby agrees to indemnify, defend, protect, and hold harmless First 100, Holdings, and the Guarantors, from and against,

any and all liabilities, losses, promises, obligations, agreements, compensation, damages, accounts, liens, fines, assessments, indebtedness, costs, charges, or other expenses, including, but not limited to, reasonable attorneys' fees and costs, including, but not limited to any claims that may be brought by Prentice Lending or PrenticePoinciana or their respective positions, and whether of

Initials:

Omni: *MB*  
First 100 Holdings/Guarantors: *JS*

any kind or nature, liquidated or unliquidated, suspected or unsuspected, or fixed or contingent (collectively, "Liabilities") and claims, controversies, causes of action, lawsuits, choses in action, arbitrations, administrative actions or proceedings, judgments, orders, and remedies (collectively, "Claims") arising out of, with respect to, or relating to:

- (i) any claim by a third party with respect to the acts or omissions of the indemnifying Party (regardless of whether or not the indemnifying Party is at fault), including without limitation any Liabilities or Claims by or from: (A) the indemnifying Party's creditors; (B) any governmental or tax authority; (C) the indemnifying Party's counsel, professionals, advisors, and property managers; (D) GFY and Kal-Mor; (E) any homeowner association (including APV); (F) any purported assignee, delegate, or transferee of any assets or claims which are the subject of this Agreement; and/or (G) any owner, occupant, or other Deed of Trust beneficiary or lienholder in or of a Real Property (including without limitation regarding title, priority as among liens, rents, the assignment of rents, outstanding HOA obligations, utility obligations, property defects, and the habitability/condition of the Real Property);
- (ii) the indemnifying Party's breach of this Agreement (including any breach of a representation or warranty); and/or
- (iii) the indemnifying Party's fraud or willful misconduct.

(b) Cumulative Remedies. This right to indemnification shall be in addition to and cumulative with any other rights in law or equity that a Party may have against another Party pursuant to the terms of this Agreement or applicable law.

(c) Procedure. All Indemnity provisions in this Agreement are governed by the following procedures. Promptly after becoming aware of a claim as to which indemnity may be sought, the party seeking indemnification (the "Indemnitee") will notify the indemnifying party(ies) of such claim. The Indemnitee's failure or delay in providing the notice will not relieve the indemnifying party of its obligations (except to the extent that the indemnifying party is materially prejudiced). Unless the indemnifying party notifies the Indemnitee that the indemnifying party will assume the defense or settlement of such claim (such notice to be given no event later than five (5) Business Days following notice to the indemnifying party), the Indemnitee will have the exclusive right to defend, settle, or pay such claim. If the indemnifying party assumes the defense of a third-party claim, such assumption will conclusively establish that the claims made in the third-party claim are subject to indemnification. The Indemnitee will not be liable to the indemnifying party for any legal or other expense incurred by the indemnifying party in connection with the defense or settlement undertaken by the indemnifying party. If the indemnifying party assumes the defense or settlement, the indemnifying party will not agree to any settlement, compromise or discharge of a third-party claim without the Indemnitee's prior written consent (not to be unreasonably withheld if the resolution is solely for monetary losses fully covered by the indemnity). If the indemnifying party has assumed the defense or settlement of such claim, the Indemnitee will have the right to employ its own counsel, at its own expense. If (i) the Indemnitee concludes that there are specific defenses available to it that are different from

Initials:

Omni: *MB*First 100/Holdings/Guarantors: *JS*

or additional to those available to the indemnifying party or such claim may have a material adverse effect upon the Indemnitee as to matters beyond the scope of indemnification; (ii) a court rules that the indemnifying party has failed or is failing to prosecute or defend such claim; or (iii) the claim seeks damages other than monetary damages, then the Indemnitee has the right to direct the defense of such claim at the indemnifying party's expense. In any event, the defending party will (A) settle or defend such claim with reasonable diligence; (B) cooperate with the other Parties in the investigation and analysis of such claim or proceeding; (C) afford the other Parties reasonable access to such relevant information as it has in its possession (subject to reasonable restrictions to preserve any privilege); and (D) keep the other Parties reasonably informed about such claim and any related proceedings.

15. General Releases; Lawsuit Dismissals.

(a) Omni Release. Except for the rights and obligations of the Parties under this Agreement, and effective immediately upon the exchange of fully executed counterparts of this Agreement (and fulfillment of all condition precedents hereto), Omni hereby unconditionally relieves, releases, acquits and forever discharges First 100, Holdings, and the Guarantors of and from any and all Liabilities and Claims arising out of, concerning, or in any manner relating to, the 2013 Receivables, 2014-2015 Receivables, ACR Receivables, proceeds relating to the same, the Parties' prior settlement efforts and negotiations, and Enforcement Actions undertaken by Omni with respect to the Omni Loan (including without limitation the UCC Sale and exercise of the assignment of rents).

(b) First 100, Holdings and Guarantors' Release. Except for the rights and obligations of the Parties under this Agreement, and effective immediately upon the exchange of fully executed counterparts of this Agreement (and fulfillment of all condition precedents hereto), each of First 100, Holdings, and the Guarantors, acting jointly and severally, hereby unconditionally relieves, releases, acquits and forever discharges the Omni Parties of and from any and all Liabilities and Claims arising out of, concerning, or in any manner relating solely to, the 2013 Receivables, 2014-2015 Receivables, ACR Receivables, proceeds relating to the same, the Parties' prior settlement efforts and negotiations, and Enforcement Actions undertaken by Omni with respect to the Omni Loan (including without limitation the UCC Sale and exercise of the assignment of rents).

(c) Lawsuits. It is a condition subsequent to the releases set forth in Sections 15(a) and (b) that the other Parties shall not commit a material breach of the same by directly or indirectly bringing an action or asserting a Claim which has been released hereunder. If Omni, on the one hand, or a First 100 Party, on the other hand, should commence any such action or assert such Claim against the other, then that shall render null and void the release granted above with respect to the non-commencing Party or Parties, which may then bring counterclaims and cross-claims, commence an action, or assert its own Claims as against the other Parties.

(d) Intent. It is the intention of the Parties under this Section 15 that under no circumstances will any Party commence any action or assert any claim as against any other party (and in the express case of Omni, the Omni Parties such as Martin Boone or Genesis), other than with respect to (i) the enforcement of the terms of this Settlement Agreement, or (ii) for fraud, gross negligence or willful misconduct as discussed herein.

Omni: *MB* Initials:

First 100/Holdings/Guarantors: *JH*

(e) Stipulated Judgment. On the Effective Date, the Parties' counsel shall deliver executed originals of the Stipulated Judgment attached as Exhibit G hereto (the "Stipulated Judgment"). Pursuant to FRCP 54, the Parties shall cause the Stipulated Judgment to be filed within three (3) District Court days after the Effective Date. The Stipulated Judgment shall, *inter alia*, include findings allocating the 2013 Receivables, 2014-2015 Receivables and Additional Receivables and related proceeds as well as the release of the ACR Receivables and Office Equipment as provided herein and shall serve as a final judgment between Omni, First 100, Holdings, and all Guarantors as to all claims asserted in the Lawsuit. The Stipulated Judgment shall also provide for Judge Boulware to retain sole jurisdiction to consider alleged claims regarding the breach of this Agreement.

(f) Dismissal of Genesis Lawsuit. Within five (five) calendar days of the full execution of this Agreement, First 100 shall file a Notice of Dismissal with Prejudice pursuant to NRCP 41(a) dismissing, with prejudice, Case No. A-16-746672-C, styled as *First 100 LLC. v. Martin Boone et al.*

16. Severability. If any provision of this Agreement is found to be invalid or otherwise unenforceable, such provision (or portion thereof) shall be deemed deleted from this Agreement, while all other terms and conditions will remain in full force and effect and continue to bind the Parties. In lieu of the invalid or unenforceable provision (or portion thereof), the Parties (or Court, if necessary) shall add to the Agreement a provision that is (i) valid, not void, and enforceable and (ii) as similar (in effecting the Parties' intentions) to such invalid or unenforceable provision as may be possible.

17. Governing Law; Venue; Waiver; Fees.

(a) Governing Law. This Agreement and its interpretation, enforcement, and/or any matters arising out of, related to, or in any way connected with this Agreement shall be governed by the substantive laws of the State of Nevada, excluding that body of law relating to conflicts or choice of laws.

(b) Venue; Waiver. The exclusive venue for any disputes and disagreements arising from and/or otherwise relating to this Agreement shall be the courts of competent jurisdiction in the State of Nevada, Clark County, with the Parties first attempting to bring such disputes in the District Court (Judge Boulware, presiding), and only bringing the same in another court if the District Court cannot exercise jurisdiction. With respect to any such litigation, the Parties hereby knowingly, voluntarily, and intentionally, after consultation with legal counsel, waive their respective rights to a jury trial.

(c) Fees. The Parties have each agreed to pay their own respective attorneys' fees and costs that have been incurred during or in connection with the Omni foreclosure action, this Lawsuit and the negotiation and preparation of this Agreement; provided, however, that in the event of any breach of this Agreement, the prevailing Party in any litigation or arbitration brought in connection with such breach shall be entitled to its reasonable attorneys' fees and costs. The term "prevailing party" for the purposes of this Section shall mean the Party which prevailed on

Omni: MB Initials:

First 100 Holdings/Guarantors: JS

the main issue or issues (and thus can include a Party who has successfully defended itself against any claim that has been asserted against such Party).

**18. Representations, Warranties, and Covenants.**

(a) Mutual Representations, Warranties, and Covenants. Each Party (the "Representing Party") represents, warrants, and covenants to the other Parties as of the Effective Date as follows:

(1) Authorization; Execution; Enforceability. The Representing Party: (i) has full power and authority to enter into this Agreement and perform its obligations hereunder; and (ii) has taken all necessary action to authorize the execution, delivery and performance of this Agreement (and the person(s) signing on behalf of the Representing Party hereby represent and warrant such due authorization). Upon full execution, this Agreement shall constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms (except as modified by insolvency laws, and subject to principles of equity).

(2) No Conflict. The execution, delivery and performance of this Agreement will not violate or conflict with (i) the Representing Party organizational / charter documents; (ii) any provision of applicable law governing the Representing Party or the transactions contemplated herein; (iii) any provision or term of the Representing Party's permits, licenses, or other governmental accreditations; (iv) any other contract or agreement to which the Representing Party is a party; or (v) any judgment or order of any court. The Representing Party does not need the consent or approval of any non-Party to this Agreement to execute, deliver, and perform this Agreement. The Representing Party is not a party to any pending or threatened lawsuit, action, arbitration, proceeding, inquiry, or investigation which could reasonably be expected to prevent or delay the consummation of the Representing Party's obligations set forth herein or frustrate the other Parties' objectives herein.

(3) Legal Advice. The Representing Party has received or had the full opportunity to receive independent legal advice from attorneys of its choice with respect to this Agreement, and is knowingly and voluntarily entering into this Agreement, intending to be legally bound by all of the provisions hereof.

(4) No Other Representations. The Representing Party acknowledges that (i) no person, agent or attorney has made any promises, representations or warranties whatsoever, express or implied, that are not contained herein, to induce the Representing Party's execution of this Agreement, and (ii) this instrument has not been executed in reliance on any such promise, representation, warranty or agreement not contained herein.

(5) No Prior Assignments. The Representing Party has not assigned, transferred, or purported to assign or transfer (i) any of the Liabilities or Claims that are being released pursuant to this Agreement, or (ii) any property or assets which are the subject of this Agreement (except for the March 2016 assignments to Kal-Mor discussed in the Recitals); nor will the Representing Party purport to assign or transfer any of the same after the Effective Date. The parties agree that neither party shall voluntarily file bankruptcy within one year of the Effective Date. (6) Notification. The Representing Party shall immediately (and in no event later than 48 hours) deliver notice to the other Parties if it commits a breach of this Agreement.

Initials:

Omni: *MB*

First 100/Holdings/Guarantors: *J*

(b) First 100's Representations, Warranties, and Special Covenants. First 100 represents, warrants, and covenants to Omni as of the Effective Date:

(1) First 100 Transfers. Except as listed in Exhibit D hereto, since the making of the Omni Loan on May 27, 2014, neither First 100 nor any of its Affiliates has transferred, gifted, or sold to any third party, at any time, whether directly or indirectly, whether made and then returned, any property or assets of any kind, regardless of value (as long as in excess of USD \$1,000), other than the purported transfer of the 2014-2015 Receivables and ACR Receivables to Kal-Mor and/or GFY pursuant to the First 100/GFY PPSA.

(2) Sworn Asset Statements. Except as listed in Exhibit D hereto, the sworn asset statements (with amounts) provided by First 100 and 1<sup>st</sup> One Hundred Holdings as the Guarantor to the Court on or around February 1, 2016, and the sworn asset statements (with valuations) submitted to the Court on July 20, 2016 (as ECF 157-4), all of which are attached hereto as Exhibit H, were true, accurate, and complete in all material respects, and did not omit any material properties or assets of any kind. For the purposes of this Section 18(b)(2) only, a "material" misstatement, error, or omission would be one (i) in excess of USD \$50,000 or (ii) involving First 100's gross negligence, fraud, or intentional misconduct.

(3) HOA Receivable Proceeds. Except as listed in Exhibit D hereto, (i) no First 100 Party has collected, nor is any First 100 Party currently in possession of, the proceeds of collection actions on the 2013 Receivables, 2014-2015 Receivables, and/or Additional HOA Receivables (other than proceeds held in trust for the same by McCabe, but which are being relinquished to Omni hereunder), and (ii) no third party (other than McCabe) is in possession of any such proceeds.

(4) No Undisclosed Back-end Interests. Except as listed in Exhibit D hereto, no First 100 Party has any direct or indirect interest in any assets or property which are the subject of this Agreement, including without limitation in the 2013 Receivables, 2014-2015 Receivables, Additional HOA Receivables, ACR Receivables, First 100 Actions and Claims, or Real Properties.

19. Notices. Any notices by any Party required or desired hereunder shall be in writing and be validly made only if (i) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, (ii) made by Federal Express or similar courier keeping records of deliveries and attempted deliveries, or (iii) when successfully served by facsimile or email, if also served in accordance with (i) or (ii) above. Service by mail or courier shall be conclusively made on the earlier of the first Business Day delivery is attempted or upon receipt. Facsimile and email transmissions received during business hours during a Business Day shall be deemed made on such Business Day, and received at any other time shall be deemed received on the next Business Day. Any notice or demand shall be addressed as follows:

*To an Omni Party:*

Omni Financial LLC

Attention: M. Boone

1260 41<sup>st</sup> Ave Suite C

Capitola, CA 95010

Fax: (831) 462-1618

Email: martin@shermanandboone.com

*To a First 100 Party:*

First 100, LLC

Attention: J. Bloom

2485 Village View Drive, Suite #190

Henderson, NV 89074

Fax: (702) 629-7925

Email: jbloom@f100llc.com



Initials:

Omnir: *ZAB*

First 100 Holdings/Quotations: *[Signature]*

with a mandatory copy to:

Howard & Howard Attorneys

Attention: R. Hernquist & M. Gardberg

3800 Howard Hughes Pkwy, 10<sup>th</sup> Floor

Las Vegas, NV 89169

Fax: (702) 667-4842

Email: rwh@h2law.com, mg@h2law.com

A Party may change its address for notices by a written notice given in the manner above, which notice of change of address shall not become effective against another Party, however, until actual receipt by such Party.

**20. Miscellaneous.**

(a) Agreement Not to Be Construed Against Drafter. This Agreement shall not be construed in favor of or against any of the Parties hereto, regardless of which Party initially drafted or subsequently edited any portion of it. This Agreement has been reviewed and revised by counsel for each Party, and the terms and conditions hereof were determined through arms-length negotiations by the Parties.

(b) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and shall supersede and replace all promises, representations, covenants, warranties, guaranties and agreements that occurred prior to the date hereof (including without limitation any term sheets, letters of intent, issue lists, or related emails among the Parties' principals, none of which was or is legally valid, binding, or enforceable).

(c) Modification Only In Writing; No Waiver. This Agreement may only be modified by a writing signed in ink by both Parties. No waiver of any term or condition of this Agreement shall be effective unless in writing and signed in ink by the Party sought to be charged with such waiver.

(d) Further Assurances. The Parties agree to do any commercially reasonable act or thing and execute any and all commercially reasonable documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement, at its own reasonable cost and expense.

(e) Cumulative Remedies. The rights and remedies of the Parties are cumulative and not alternative, except as otherwise expressly provided for herein.

(f) Successors and Assigns; No Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors and assigns. Except as expressly set forth herein, (i) nothing in this Agreement shall be construed to give any person/entity (e.g., GFY, Kal-Mor, or APV) other than the Parties (and their permitted successors and assigns) any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, and (ii) this Agreement is for the sole and exclusive benefit of the Parties (and their permitted successors and assigns, as well as the principals and agents thereof if expressly referenced herein).

Initials:

Omni: *MB*  
First 100 Holdings/Guarantors: *JA*

(g) Survival. Any provision herein which should, given its purpose and content, reasonably survive the expiration or termination of this Agreement, including without limitation all indemnities and representations and warranties, shall survive for a reasonable period of time (and not less than six (6) years from the expiration or termination date).

(h) Headings. The headings of the Sections and subsections of this Agreement are for convenience of reference only and shall not be of any effect in construing the meanings of any Section or provision of this Agreement.

(i) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. An emailed or facsimile signature of a signed Agreement shall constitute an original. This Agreement shall not be binding upon any Party until signed by all Parties where indicated below. Notwithstanding the foregoing, the Parties desire to exchange original, hard-copy signatures hereto.

*[The remainder of this page is blank and the signature page follows.]*


Initials:  
Omni: MB  
First 100 Holdings/Quarantors: JB


[Signature Page to Settlement Agreement]

**Omni Financial, LLC,**  
a California limited liability company

**First 100, LLC,**  
a Nevada limited liability company


By: **SJC Ventures Holding Company LLC,**  
a AN limited liability company, its  
Manager

By:   
Name: Martin Boone  
Title: Manager  
Date: January 16, 2017

By:   
Name: Jay Bloom  
Title: Manager  
Date: January 17, 2017

**1st One Hundred Holdings LLC,**  
a Nevada limited liability company

**Jay Bloom,**  
a Nevada resident


By:   
Name: Jay Bloom  
Title: Manager  
Date: January 17, 2017

By:   
Date: January 17, 2017


**Chris Morgando,**  
a Nevada resident

**Matthew Farkas,**  
a Nevada resident

By:   
Date: January 17, 2017

By:   
Date: January 17, 2017

**Carlos Cardenas,**  
a Nevada resident

By:   
Date: January 17, 2017

Omni: *MB* Initials:First 100/Holdings/Guarantors: *MB*

**EXHIBIT A**  
**Real Properties**  
**(Recital D)**

**DEEDS OF TRUST RECORDED; CURRENTLY OWNED BY 1ST 100**

|   |  |           |                |
|---|--|-----------|----------------|
| 1 | 30 Strada Di Villaggio #321, Henderson, NV | Clark, NV | 160-22-817-093 |
| 2 | 30 Strada Di Villaggio #323, Henderson, NV | Clark, NV | 160-22-817-095 |
| 3 | 2080 Karen Ave. #93, Las Vegas, NV         | Clark, NV | 162-11-511-093 |
| 4 | 601 Cabrillo Cir Unit #1291, Henderson, NV | Clark, NV | 179-17-611-091 |

**SOLD TO 3RD PARTIES**

|    |   |            |                |
|----|---|------------|----------------|
| 5  | 1217 Neva Ranch Avenue, North Las Vegas                       | Clark, NV  | 124-26-311-029 |
| 6  | 101 Lura Way #145, Las Vegas, NV                              | Clark, NV  | 138-27-413-052 |
| 7  | 7708 Himalayas Ave, Unit 204, Las Vegas (Settled Quiet Title) | Clark, NV  | 138-28-513-128 |
| 8  | 1204 Observation Dr. #102, Las Vegas                          | Clark, NV  | 138-28-613-007 |
| 9  | 220 Mission Newport Ln, #201, Las Vegas (Settled Quiet Title) | Clark, NV  | 138-36-515-301 |
| 10 | 5782 Camino Remon Ave., Las Vegas, NV                         | Clark, NV  | 140-21-611-018 |
| 11 | 230 E. Flamingo Road #330, Las Vegas, NV                      | Clark, NV  | 162-16-810-355 |
| 12 | 4400 Sandy River Dr. #16, Las Vegas, NV                       | Clark, NV  | 163-24-612-500 |
| 13 | 4921 Indian River Dr. #112, Las Vegas, NV                     | Clark, NV  | 163-24-612-588 |
| 14 | 5009 Indian River Dr. #155, Las Vegas, NV                     | Clark, NV  | 163-24-612-639 |
| 15 | 5295 Indian River Dr. #314, Las Vegas, NV                     | Clark, NV  | 163-24-612-798 |
| 16 | 2615 W. Gary Avenue #1065, Las Vegas, NV                      | Clark, NV  | 177-20-813-127 |
| 17 | 2200 Fort Apache Rd #1104, Las Vegas NV                       | Clark, NV  | 163-05-415-200 |
| 18 | 601 Cabrillo Cir Unit #544, Henderson, NV                     | Clark, NV  | 179-17-611-044 |
| 19 | 601 Cabrillo Cir Unit #1076, Henderson, NV                    | Clark, NV  | 179-17-611-076 |
| 20 | 6800 E. Lake Mead #1033, Las Vegas, NV                        | Clark      | 140-23-217-065 |
| 21 | 6575 Shining Sand Avenue, Las Vegas, NV                       | Clark      | 161-10-511-072 |
| 22 | 5520 Hidden Rainbow Street, North Las Vegas, NV               | Clark      | 124-34-512-057 |
| 23 | 17745 Sapphire Canyon Court, Reno, NV                         | Washoe, NV | 56611012       |
| 25 | 665 Monument Point Street, Henderson NV                       | Clark, NV  | 179-31-714-007 |

**DEEDS OF TRUST NOT RECORDED**

|    |   |                |                         |
|----|---|----------------|-------------------------|
| 26 | 210 E. Flamingo Road #229, Las Vegas, NV    | Clark, NV      | 162-16-810-067          |
| 27 | 7920 Las Robles Court, Jacksonville, FL     | Duval          | 148521-0846             |
| 28 | 2205 Windy Drive, Garland, TX               | Dallas, TX     | 264457-00010-150000     |
| 29 | 9707 Richmond Ave. #82, Houston, TX         | Harris, TX     | 114-240-080-004         |
| 30 | 3149 Oak Brook Lane, Eustis, FL             | Lake, FL       | 07-19-27-095000007900   |
| 31 | 2143 E Wildhorse Drive, Chandler, AZ        | Maricopa, AZ   | 303-30-360              |
| 32 | 10878 NW 78th Terrace, Doral, FL            | Miami-Dade, FL | 35-3007-008-2100        |
| 33 | 1211 Celebration Ave., #101, Kissimmee, FL+ | Osceola, FL    | 18-25-28-5084-0001-1010 |
| 34 | 7533 Lintwhite Street, North Las Vegas NV   | Clark, NV      | 124-17-313-075          |

(Exhibits)

JA001000

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

OMNI FINANCIAL, LLC, a foreign limited  
liability company Appellant,

vs.

KAL-MOR-USA, LLC, a Nevada limited  
liability company;

Respondent.

**No.: 82028**

Eighth Judicial District Court  
Case No: A-17-757061-C  
(Honorable Richard Scotti)

**JOINT APPENDIX  
Volume V  
(JA001001 – JA001250)**

**HOWARD & HOWARD ATTORNEYS PLLC**

BRIAN J. PEZZILLO, ESQ.

Nevada Bar No. 007136

ROBERT HERNQUIST, ESQ.

Nevada Bar No.010616

3800 Howard Hughes Pkwy., Ste. 1000

Las Vegas, Nevada 89169

*Attorneys for Appellant Omni Financial, LLC*

## INDEX TO APPENDIX

| DOCUMENT   | DATE       | VOL.     | PAGE NOS.           |
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| ACCEPTANCE OF SERVICE BY FIRST 100 OF COMPLAINT  | 7/20/2017  | I        | JA000029            |
| ACCEPTANCE OF SERVICE BY OMNI FINANCIAL, LLC OF COMPLAINT                              | 8/7/2017   | I        | JA000030            |
| ANSWER OF KAL-MOR-USA TO COUNTERCLAIM OF OMNI FINANCIAL, LLC                           | 9/3/2019   | VI       | JA001458 - 001470   |
| ANSWER OF FIRST 100, LLC TO CROSSCLAIM OF OMNI FINANCIAL, LLC                          | 11/25/2019 | VII      | JA001578 – JA001592 |
| ANSWER OF FIRST 100, LLC TO COMPLAINT OF KAL-MOR-USA                                   | 11/26/2019 | VII      | JA001593 - 001613   |
| ANSWER OF OMNI FINANCIAL, LLC TO COMPLAINT OF KAL-MOR-USA, COUNTERCLAIM AND CROSSCLAIM | 8/12/2019  | VI       | JA001422 - 001449   |
| COMPLAINT FILED BY KAL-MOR-USA   | 6/19/2017  | I        | JA000001 - 000024   |
| DECLARATION OF GREG DARROCH IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT                  | 7/26/2018  | III – IV | JA000591 - 000784   |
| FIRST AMENDED CROSS CLAIM OF OMNI FINANCIAL AGAINST FIRST 100                          | 10/31/2019 | VII      | JA001564 - 001577   |
| FINDINGS OF FACT AND CONCLUSIONS OF LAW GRANTING PARTIAL SUMMARY JUDGMENT              | 10/2/2018  | VI       | JA001307 - 001317   |

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| MINUTE ORDER DENYING NRCP<br>54(B) CERTIFICATION  | 7/1/2019   | VI     | JA001418             |
| MINUTE ORDER GRANTING PARTIAL<br>SUMMARY JUDGMENT   | 8/31/2018  | VI     | JA1305 -<br>001306   |
| MINUTE ORDER VACATING TRO<br>HEARING  | 9/17/2019  | III    | JA000557             |
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| MINUTES FROM HEARING ON<br>MOTION FOR RECONSIDERATION   | 3/20/2019  | VI     | JA001386             |
| MINUTES FROM STATUS CHECK   | 7/29/2019  | VI     | JA001421             |
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| MOTION FOR PARTIAL SUMMARY<br>JUDGMENT  | 8/25/2017  | I - II | JA000196 -<br>000355 |
| MOTION FOR PARTIAL SUMMARY<br>JUDGMENT  | 7/26/18    | III    | JA000566 -<br>000590 |
| MOTION FOR PARTIAL SUMMARY<br>JUDGMENT  | 6/16/2020  | VII    | JA001616 -<br>001687 |
| MOTION FOR RECONSIDERATION<br>FILED BY OMNI FINANCIAL   | 10/22/2018 | VI     | JA001331 -<br>001355 |

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| MOTION FOR TEMPORARY<br>RESTRAINING ORDER FILED BY<br>KAL-MOR-USA   | 8/18/20107 | I        | JA000031 -<br>000195 |
| MOTION TO CERTIFY ORDER<br>GRANTING SUMMARY JUDGMENT<br>AS FINAL PURSUANT TO NRCP 54(B)                               | 5/29/2019  | VI       | JA001398 -<br>001406 |
| NOTICE OF APPEAL  | 10/27/2020 | VII      | JA001737 -<br>001739 |
| NOTICE OF ENTRY OF FINDINGS OF<br>FACT AND CONCLUSIONS OF LAW<br>GRANTING PARTIAL SUMMARY<br>JUDGMENT                 | 10/3/2018  | VI       | JA001318 -<br>001330 |
| NOTICE OF ENTRY OF ORDER<br>DENYING MOTION TO DISMISS OR<br>ALTERNATIVELY SUMMARY<br>JUDGMENT FILED BY FIRST 100, LLC | 10/21/2019 | VII      | JA001558 -<br>001563 |
| NOTICE OF ENTRY OF ORDER<br>GRANTING MOTION TO CERTIFY<br>PURSUANT TO NRCP 54(B)                                      | 9/30/2020  | VII      | JA001730 -<br>001736 |
| NOTICE OF REMOVAL OF STATE<br>COURT ACTION  | 8/29/2017  | II - III | JA000356 -<br>000556 |
| NOTICE OF NON-OPPOSITION TO<br>MOTION TO CERTIFY PURSUANT TO<br>NRCP 54(B)  | 7.20.2020  | VII      | JA001723 -<br>001725 |
| OPPOSITION TO MOTION TO<br>CERTIFY ORDER PURSUANT TO<br>NRCP 54(B)  | 6/10/2019  | VI       | JA001407 -<br>001410 |
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|  |           |         |                   |
|--|-----------|---------|-------------------|
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| OPPOSITION (LIMITED) TO MOTION FOR PARTIAL SUMMARY JUDGMENT FILED BY FIRST 100, LLC  | 6/30/2020 | VII     | JA001688 - 001691 |
| OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT FILED BY OMNI FINANCIAL, LLC   | 6/30/2020 | VII     | JA001692 - 001707 |
| OPPOSITION TO MOTION FOR RECONSIDERATION FILED BY KAL-MOR-USA  | 11/9/2018 | VI      | JA001356 - 001370 |
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|  |            |     |                      |
|--|------------|-----|----------------------|
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| SUMMONS ISSUED TO FIRST 100, LLC   | 6/19/2017  | I   | JA000025 -<br>000026 |
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| TRANSCRIPT FROM HEARING RE:<br>KAL-MOR-USA'S MOTION FOR<br>PARTIAL SUMMARY JUDGEMENT                                     | 8/27/2018  | VII | JA001740 -<br>001783 |
| TRANSCRIPT FROM HEARING ON<br>MOTION RE: MOTION FOR<br>RECONSIDERATION OF PARTIAL<br>SUMMARY JUDGMENT                    | 3/20/2019  | VII | JA001784 -<br>001812 |

Dated this 8<sup>th</sup> day of April 2021.

**HOWARD & HOWARD ATTORNEYS PLLC**

By: /s/ Brian J. Pezzillo

BRIAN J. PEZZILLO, ESQ.

Nevada Bar No. 007136

ROBERT HERNQUIST, ESQ.

Nevada Bar No. 010616

3800 Howard Hughes Pkwy., Ste. 1000

Las Vegas, Nevada 89169

*Attorneys for Appellant Omni Financial, LLC*

## **CERTIFICATE OF SERVICE**

I hereby certify that on the 8<sup>th</sup> day of April, 2021, a true and correct copy of the foregoing **JOINT APPENDIX (Volume V)** was served by the following method(s):

**XXX BY ELECTRONIC MEANS:** by electronically filing and serving with the court's vendor pursuant to NRAP 14(f).

/s/ Anya Ruiz

---

An employee of Howard & Howard Attorneys PLLC

## **SERVICE LIST**

Bart K. Larsen, Esq.  
SHEA & LARSEN  
1731 Village Center Circle, Suite 150  
Las Vegas, NV 89134  
*Attorneys for Kal-Mor-USA, LLC*

Danielle J. Barraza, Esq.  
MAIER GUTIERREZ & ASSOCIATES  
8816 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for First 100, LLC*

4828-9358-1540, V. 1

Initials:  
Omni: *MB*  
First 100/Holdings/Guarantors: *PT*

**EXHIBIT B**

**Omni and First 100's  
Letter of Instruction to the McCabe Firm  
(Sections 4(a)(2), 4(c)(3), 5)**

Omni Financial, LLC  
1260 41<sup>st</sup> Ave Suite O  
Capitola, CA 95010

First 100, LLC  
2485 Village View Drive, Suite #190  
Henderson, NV 89074

January 16, 2017

**URGENT**

BY EMAIL ([mccabe@jaxlandlaw.com](mailto:mccabe@jaxlandlaw.com)) AND FAX ((904) 396-0088)

Michael McCabe, Esq.  
McCabe Law Group  
1400 Prudential Drive, Suite 3  
Jacksonville, Florida 32207

re: *Settlement of Litigation: Allocation of All Proceeds from the 2013 Receivables, 2014-2015 Receivables, and Additional HOA Receivables*

Dear Mr. McCabe:

As you know, Omni Financial, LLC, a California limited liability company ("Omni"), and First 100, LLC, a Nevada limited liability company ("First 100"), as well as various other persons and entities, are parties to litigation in the U.S. District Court, District of Nevada, under Case No. 2:16-cv-00099-RPB-(CWH). Pursuant to a Settlement and Mutual General Release Agreement dated on or about the date of this letter (the "Settlement Agreement"), the parties to that lawsuit have settled the disputes among them.

In the Settlement Agreement, the parties agreed, among other things, that First 100, "(for itself, Holdings, Guarantors, and its and their Affiliates) irrevocably relinquishes all claims relating to the 2013 Receivables and 2014-2015 Receivables and related proceeds, and that all such proceeds shall be immediately re-allocated to Omni without any setoff, deduction, or withholding whatsoever...." Similarly, First 100 relinquished "all other HOA Receivables owned by First 100 from time to time from the inception of the Omni Loan through the date hereof, if and to the extent serviced by the McCabe Firm. Those other HOA Receivables (collectively the "Additional HOA Receivables") include but are not limited to those relating to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve, Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove), including (i) future proceeds which may be collected therefrom; and (ii) any and all proceeds collected to date and currently held by (or in the process of being collected by) the McCabe Firm (or any other servicer) with respect to the Additional HOA Receivables, regardless of whether such proceeds are currently allocated to Omni or First 100 (or any of its Affiliates)."

(Exhibits)

JA001001

Omni: *MB* Initials:

First 100/Holdings/Owners: *[Signature]*

Further to that point, in the Settlement Agreement, First 100 acknowledged and agreed "that as a result of the UCC Sale #4, Omni has absolute ownership and all right, title, and interest in all cash held by the McCabe Firm in trust relating to the servicing of any HOA Receivables (except to the extent such proceeds (i) accrue from time to time to APV and/or the McCabe Firm, pursuant to applicable contract or (ii) accrue to Kal-Mor or GFY with respect to the ACR Receivables only). That includes without limitation any amounts previously or currently being held by the McCabe Firm in trust for Omni, First 100, PrenPoinciana, Kal-Mor, or GFY (except with respect to the ACR Receivables only)....First 100 relinquishes all claims relating to all such proceeds, and that all such proceeds shall be immediately re-allocated to Omni without any setoff, deduction, or withholding whatsoever."

In other words, all proceeds relating to the 2013 Receivables, 2014-2015 Receivables, and Additional HOA Receivables should be allocated to Omni. (That list does not include the ACR Receivables. Omni disclaims any interest in or claim to the ACR Receivables. Any allocation of proceeds for that portfolio should be addressed to parties other than Omni.)

This Settlement Agreement further contemplates that upon notice to your office by Omni and First 100 of satisfaction of the Stipulated Judgment Debt having been received by Omni, including those provided by your firm, all rights title and interest in any remaining lien portfolios shall revert back to First 100, with a shared allocation of proceeds to Omni and First 100. The parties expressly acknowledge that there are other sources of monies satisfying the Stipulated Judgment amount and that the entirety of the Stipulated Judgment Debt need not come from payments issued by your office.

Given the foregoing, First 100 confirms that, until such time as you are provided notice of satisfaction of the Stipulated Judgment Debt, you no longer need its consent or approval to disburse trust funds to Omni. In the near future, Omni will give you unilateral instructions regarding disbursement and you may rely upon those in full. Notwithstanding, notice is to be provided to First 100 of any and all such distributions, and any and all reports issued by your office are to be copied directly to First 100.

If you have any questions or comments, please direct them to counsel for both Omni and First 100. Thank you for your time and understanding.

Sincerely,

Omni Financial, LLC,  
a California limited liability company

First 100, LLC,  
a Nevada limited liability company

By: SJC Ventures Holding Company LLC,  
a ~~Del~~ limited liability company, its  
Manager

By: *[Signature: Martin Boone]*  
Name: Martin Boone  
Title: Manager

By: *[Signature: Jay Blum]*  
Name: Jay Blum  
Title: Manager

(Exhibits)

JA001002

Initials:  
Omni: *MB*  
First 100 Holdings/Guarantors: *J*

**EXHIBIT C**  
**McCabe Firm Accountings**  
**(Section 4(a)(2))**

*[See attached.]*

(Exhibits)

JA001003

| Lottery Date | Total             | MLG               | First 100   | APV              | GFY              | Omni              | Prop Poin        | HO Refund     | X Check           |             |
|--------------|-------------------|-------------------|-------------|------------------|------------------|-------------------|------------------|---------------|-------------------|-------------|
| 12/22/2015   | 22,707.70         | 2,054.38          | 0.00        | 0.00             | 3,426.00         | 11,197.77         | 6,029.57         |               | 22,707.70         | 0.00        |
| 12/29/2015   | 29,284.35         | 3,779.30          | 0.00        | 0.00             | 4,638.00         | 13,017.06         | 7,532.80         | 0.00          | 29,284.35         | 0.00        |
| 1/13/2016    | 61,942.91         | 12,110.40         | 0.00        | 0.00             | 8,028.00         | 25,997.91         | 13,703.48        | 633.24        | 61,942.91         | 0.00        |
| 2/22/2016    | 119,187.84        | 74,350.43         | 0.00        | 1,260.00         | 15,129.00        | 16,497.32         | 8,060.09         | 0.00          | 119,187.84        | 0.00        |
| 3/19-2/27/16 | 72,356.78         | 11,048.06         | 0.00        | 4,788.00         | 11,844.80        | 29,841.95         | 15,837.87        | 0.00          | 72,356.78         | 0.00        |
| 3/19-3/17/16 | 117,599.85        | 22,268.07         | 0.00        | 8,318.00         | 18,848.00        | 44,326.17         | 23,807.86        | 83.45         | 117,599.85        | 0.00        |
| <b>Total</b> | <b>422,876.79</b> | <b>125,607.42</b> | <b>0.00</b> | <b>14,384.00</b> | <b>63,483.80</b> | <b>142,271.88</b> | <b>76,811.74</b> | <b>704.89</b> | <b>422,876.79</b> | <b>0.00</b> |

| Trust Fund Rpt Dates | Total             | MLG               | First 100   | APV              | GFY               | Omni              | Prop Poin         | HO Refund     | X Check           |
|----------------------|-------------------|-------------------|-------------|------------------|-------------------|-------------------|-------------------|---------------|-------------------|
| 03/08-4/12/16        | 209,038.50        | 68,204.39         | 0.00        | 14,112.00        | 32,903.00         | 62,282.41         | 33,536.70         |               | 209,038.50        |
| 4/19-05/10/16        | 168,844.41        | 63,976.14         | 0.00        | 10,592.00        | 21,824.00         | 40,107.13         | 27,688.74         | 450.00        | 168,844.41        |
| 05/17-03/07/16       | \$ 245,343.32     | 47,573.53         | 0.00        | 14,364.00        | 27,872.00         | 106,967.00        | 54,388.78         |               | 245,343.32        |
| 7/1/2016-7/31/16     | 188,074.17        | 21,977.60         | 0.00        | 5,292.00         | 12,348.00         | 46,148.58         | 24,308.69         |               | 188,074.17        |
| 8/1/16-8/31/16       | 181,373.64        | 53,706.91         | 0.00        | 5,798.00         | 12,348.00         | 18,190.88         | 10,333.45         |               | 181,373.64        |
| 9/1/16-9/30/16       | 97,880.98         | 21,726.34         | 0.00        | 6,048.10         | 16,638.00         | 39,478.68         | 20,719.29         | 52.89         | 97,880.98         |
| <b>Total</b>         | <b>821,384.92</b> | <b>275,284.21</b> | <b>0.00</b> | <b>50,284.10</b> | <b>110,823.80</b> | <b>301,172.48</b> | <b>164,582.95</b> | <b>902.89</b> | <b>821,384.92</b> |

|                               | Total               | MLG                 | First 100   | APV              | GFY               | Omni              | Prop Poin         |                 |                     |
|-------------------------------|---------------------|---------------------|-------------|------------------|-------------------|-------------------|-------------------|-----------------|---------------------|
| <b>Grand Total</b>            | <b>1,344,305.16</b> | <b>400,871.63</b>   | <b>0.00</b> | <b>70,568.10</b> | <b>181,731.00</b> | <b>448,451.34</b> | <b>241,473.79</b> | <b>1,229.28</b> | <b>1,344,305.16</b> |
| <b>Less Distributions</b>     | <b>(325,136.38)</b> | <b>(315,400.39)</b> |             |                  |                   |                   |                   |                 |                     |
| <b>Total Cash to Disperse</b> | <b>1,019,168.77</b> |                     |             |                  |                   |                   |                   |                 |                     |

Bank Balance 1,292,984.12  
Difference 274,117.35 \*\* Lines on payment plan - Not on report

checks cut and paid



Omni: AB Initials:  
First 100/Holdings/Guarantors: AB

**EXHIBIT D**  
**Disclosure Schedule**

**Section 4(c)(5):**

- 2013 Receivables,
- 2014-2015 Receivables,
- ACR Receivables, and
- Additional HOA Receivables listed in the second sentence of Section 4(c)(1)

**Section 6(b):**

- Approximately USD \$17,600 held in trust by the law firm of Weil & Drage pursuant to the state court settlement referenced in the Parties' joint filing (ECF 145) in the Lawsuit (i.e., the *Twin Peak* case)).

**Section 7(a):**

- None.

**Section 10(b)(1):**

- None.

**Section 10(b)(2):**

- None.

**Section 10(b)(3):**

- None.

**Section 10(b)(4):**

- None.

**Approved by:**

**First 100, LLC,**  
a Nevada limited liability company

By: [Signature]

Name: Jay Blum

Title: Member

(Exhibits)

JA001005

Initials:  
Omni: *MB*  
First 100/Holdings/Guarantors: *JS*

**EXHIBIT E**  
**Litigation Liens**  
**(Section 7(a))**

**Lawsuits:**

1. First 100, LLC v. Wells Fargo Bank, et al.: Case No. A-13-675519
2. First 100, LLC v. Ronald Burns, et al.: Case No. A-13-677693
3. First 100, LLC v. Points West Financial Group SPE, LLC, et al.: Case No. A-15-715636
4. First 100, LLC v. Richard Shanks et al.: Case No. A-15-712626
5. First 100, LLC v. Martin Boone, et al.: Case No. A-16-746672
6. First 100, LLC v. Joel Just, et al.: Case No. A-14-705993 (state court action); AAA Case No. 01-15-0002-8881.
7. First 100, LLC v. John Lasala: Case No. 2:14-cv-01460-GMN-(CWH).
8. First 100, LLC v. Raymond Ngan, et al.: Case No. A-16-738970
9. First 100, LLC v. Omni Financial, LLC et al.: Case No. 2:16-cv-00099-RFB-(CWH).
10. First 100, LLC v. Shinderman, et al.: Case No. A-13-692189
11. First 100, LLC v. Marnie Ragan, et al.: Case No. A-15-712264.
12. First 100, LLC v. Great Wash Park, LLC et al.: Case No. A-15-718640
13. Kal-Mor-USA, LLC v. Bank of NY Mellon, et al.: Case No. A-14-703039
14. Kal-Mor-USA, LLC v. Green Tree Servicing, et al.: Case No. A-14-704704
15. Kal-Mor-USA, LLC v. HSBC Bank USA, et al.: Case No. A-14-704734
16. Stephen Kehres v. Bank of America, N.A., et al.: Case No. CV14-01408
17. First 100, LLC v. HSBC Bank USA, N.A., et al.: Case No. A-14-705364
18. First 100, LLC v. FNMA, et al.: Case No. A-14-705365
19. First 100, LLC v. FNMA: Case No. CV14-01753
20. First 100, LLC v. FNMA, et al.: Case No. A-14-705367  
(Exhibits)

Initials:  
Omni: MB  
First 100/Holdings/Guarantors: Q+

21. Kal-Mor-USA, LLC v. Homecomings Financial, et al.: Case No. A-14-705622
22. Kal-Mor-USA, LLC v. World Savings Bank, et al.: Case No. A-14-705619
23. First 100, LLC v. Cenlar, et al.: Case No. A-14-705631
24. First 100, LLC v. Greenpoint, et al.: Case No. A-14-705634
25. Kal-Mor-USA, LLC v. Bank of NY Mellon, et al.: Case No. A-14-705636
26. First 100, LLC v. Bank of NY Mellon, et al.: Case No. A-14-706265
27. First 100, LLC v. CitiMortgage Inc., et al.: Case No. A-14-705078
28. First 100, LLC v. Bank of NY Mellon, et al.: Case No. A-14-707353
29. First 100, LLC v. California Reconveyance, et al.: Case No. A-12-671357
30. First 100, LLC v. First Horizon, et al.: Case No. A-13-677349
31. First 100, LLC v. Wilmington, et al.: Case No. A-15-715230
32. Manuel Martinez v. First 100, LLC, et al.: Case No. A-13-682128
33. First 100, LLC v. Wilmington Trust, et al.: Case No. A-15-715254
34. First 100, LLC v. Federal Home Loan Mortgage Corporation, et al.: U.S. District Court, District of Nevada, Case No. 2:15-cv-01303-APG-PAL, District Court Case No. A-15-715635

**Unasserted Claims:**

- No known claims at this time

(Exhibits)

JA001007

Omni: Initials:  
First 100 Holdings/Guarantors:   

**EXHIBIT F**  
**Notice of Lien**  
**(Section 7(d))**

[See attached.]

(Exhibits)

JA001008

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Robert Hernquist, Nevada Bar No. 10616  
*RHernquist@HowardandHoward.com*  
Mark Gardberg, Nevada Bar No. 10879  
*MGardberg@HowardandHoward.com*  
Wells Fargo Tower, Suite 1000  
3800 Howard Hughes Parkway  
Las Vegas, Nevada 89169-5980  
Telephone: (702) 257-1483  
Facsimile: (702) 567-1568

*Attorneys for Omni Financial LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\_\_\_\_\_  
Plaintiffs,  
vs.  
\_\_\_\_\_  
Defendants.

Case No. \_\_\_\_\_

Dept. No. \_\_\_\_\_

**NOTICE OF LIEN**

TO: ALL INTERESTED PARTIES; and

TO: ALL ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that Plaintiff First 100, LLC, a Nevada limited liability company ("First 100") and a party to the above-captioned action (the "Action"), has granted a lien in the Action to Omni Financial, LLC ("Omni"), which is represented by and through its undersigned attorneys, Howard & Howard Attorneys PLLC, in the amount, as of the date hereof, of Four Million Eight Hundred Thousand Dollars (USD \$4,800,000).

This lien shall attach to any money or property which is to be titled to or paid to First 100 as a result of the Action (including without limitation arising out of or pursuant to any claims,

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Las Vegas, Nevada 89169  
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1 ///

2 counterclaims, cross-claims, judgments, orders, executions, demands, and settlements).

3  
4 Dated: January \_\_, 2017

5 HOWARD & HOWARD ATTORNEYS PLLC

6 By: /s/ Robert Hernquist  
7 Robert Hernquist, Nevada Bar No. 10616  
8 Mark Gardberg, Nevada Bar No. 10879  
9 Wells Fargo Tower, Suite 1000  
10 3800 Howard Hughes Parkway  
11 Las Vegas, Nevada 89169-5980

12 *Attorneys for Omni Financial LLC*  
13  
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CERTIFICATE OF SERVICE

The undersigned, an employee of the law firm of Howard & Howard Attorneys PLLC, hereby certifies that on \_\_\_\_\_, 2017, a true and correct copy of the foregoing document, NOTICE OF LIEN, was electronically served through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9 to the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A true and correct copy of the same was also deposited in a sealed envelope, first class U.S. mail, postage prepaid, at Las Vegas, Nevada, addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

/s/ X

\_\_\_\_\_

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Las Vegas, Nevada 89169  
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Initials:  
Omni: MB  
First 100 Holdings/Guarantors: JT

**EXHIBIT G**  
**Stipulated Judgment**  
**(Section 15(e))**

**(See attached.)**

**(Exhibits)**

JA001012



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Las Vegas, Nevada 89169-5980  
Telephone: (702) 257-1483  
Facsimile: (702) 567-1568

*Attorneys for Defendant, Counter-Plaintiff,  
and Third Party Plaintiff Omni Financial LLC*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

FIRST 100, LLC, a Nevada limited liability  
company; 1<sup>st</sup> ONE HUNDRED HOLDINGS,  
LLC, a Nevada limited liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; PRENPOINCIANA, LLC, a  
foreign limited liability company; DOES I  
through X and ROE ENTITIES I through X;

Defendants.

AND ALL RELATED CLAIMS

Case No. 2:16-cv-00099-RFB-(CWH)

Related Case No. 2:16-cv-00109-RFB-CWH  
(Jointly Administered Cases)

STIPULATION AND ORDER FOR  
ENTRY OF FINAL JUDGMENT

COME NOW, (1) Plaintiffs and Counter-Defendants First 100, LLC ("First 100") and 1<sup>st</sup>  
One Hundred Holdings, LLC ("Holdings," and together with First 100, the "Plaintiffs"), by and  
through their undersigned attorneys, Maier Gutierrez Ayon; (2) Third-Party Defendants Holdings,  
Jay Bloom, Carlos Cardenas, Christopher Morgando, and Matthew Farkas (collectively, the  
"Guarantors"), by and through their undersigned attorneys, Maier Gutierrez Ayon, (3) Defendant,

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Las Vegas, Nevada 89169  
(702) 257-1483 FAX: (702) 567-1568

Counterplaintiff, and Third Party Plaintiff Omni Financial, LLC ("Omni"), by and through its undersigned attorneys, Howard & Howard Attorneys PLLC, (4) Defendants PrenPoinciana, LLC and Prentice Lending II LLC (collectively, "PrenPoinciana"), by and through their undersigned attorneys, Greenberg Traurig, LLP; and (5) Plaintiffs KAL-MOR-USA LLC and GFY Management LLC (in Case No. 2:16-cv-00109) (collectively, "Kal-Mor/GFY"), by and through their undersigned attorneys, Kolesar & Leatham, all of whom stipulate and agree as follows:

# RECITALS

1. On January 15, 2016, First 100 filed a Complaint asserting various claims for relief (the "Claims") against Omni and PrenPoinciana in the Eighth Judicial District Court in Clark County, Nevada (the "Lawsuit"), seeking an *ex parte* temporary restraining order stopping a foreclosure sale which Omni had previously noticed.

2. Omni removed the Lawsuit to the U.S. District Court for the District of Nevada (the "District Court") (Notice of Removal, ECF No. 1),<sup>1</sup> where it is known as Case No. 2:16-cv-00099.

3. On February 9, 2016, the Lawsuit was consolidated with a separate action filed by Kal-Mor USA LLC (which had also been removed by Omni and is Case No. 2:16-cv-00109, and which case constitutes part of the defined term, the "Lawsuit").

4. On June 15, 2016, Defendant Omni filed its Answer to First 100, LLC's Complaint and Counterclaim and Third-Party Complaint (ECF 99), asserting various counterclaims and third-party claims for relief against the Plaintiffs and Guarantors (the "Counterclaims and Third-Party Claims").

5. As set forth in extensive detail in the pleadings and papers in the Lawsuit, numerous disputes (collectively, the "Disputes") have arisen between Plaintiffs, Defendants, and Guarantors regarding, for example:<sup>2</sup>

- (a) First 100's default on a line of credit loan extended by Omni pursuant to a loan agreement and other transaction documents dated May 27, 2014;

<sup>1</sup> All references herein to "ECF" numbers are to filings in Case No. 2:16-cv-00099.

<sup>2</sup> This list is not exhaustive.

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- (b) the ownership, management, and control of certain homeowner association liens/receivables ("HOA Receivables") those acquired from the Association of Poinciana Villages ("APV") and (i) relating to the calendar year 2013 (the "2013 Receivables"), (ii) relating to the calendar years 2014-2015 (the "2014-2015 Receivables") and (iii) certain additional properties previously managed by Association Capital Resources, LLC (the "ACR Receivables");
- (c) the ownership, management, and control of all other HOA Receivables owned all other HOA Receivables owned by First 100 from time to time from the inception of the Omni loan through the date hereof, if and to the extent serviced by the McCabe Firm, including those relating to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve, Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove) (collectively, the "Additional HOA Receivables");
- (d) the ownership, management, and control of First 100's other personal property;
- (e) the reasonableness of Omni's foreclosure sale on May 25, 2016 regarding such HOA Receivables and other personal property; and
- (f) Omni's first-priority security interest, as beneficiary, under deeds of trust in various real properties previously or currently owned by First 100.

6. After negotiating in good faith, the Parties have reached a settlement agreement dated on or about the date hereof (the "Settlement Agreement") to fully resolve their Disputes, the Lawsuit, and the Claims, Counterclaims, and Third-Party Claims on the terms set forth below.

#### STIPULATION

NOW, THEREFORE, the Parties hereby stipulate and agree to the immediate entry of a Stipulated Judgment<sup>3</sup> by the Court fully resolving the Parties' Disputes, the Lawsuit, and the

<sup>3</sup> A proposed Stipulated Judgment has been approved in form and content by the Parties and is attached hereto as Exhibit 1.

**HOWARD & HOWARD ATTORNEYS, PLLC**  
 3800 Howard Hughes Parkway, Suite 1000  
 Las Vegas, Nevada 89169  
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Claims, Counterclaims, and Third-Party Claims by and among them, upon the following terms and conditions:

***Stipulated Judgment***

1. The Parties agree and consent to a stipulated judgment debt owed by First 100 to Omni in the amount of Four Million Eight Hundred Thousand Dollars (USD \$4,800,000), but which amount could increase by a specific sum if certain conditions subsequent were not met.

***HOA Receivables & Proceeds; Other Property***

2. Omni is, and shall be determined to be, the absolute owner of all right, title, and interest in the 2013 Receivables, the 2014-2015 Receivables, and Additional HOA Receivables, including, without limitation, (a) all future proceeds arising therefrom, (b) all undisbursed proceeds thereof being held by the Parties or any third party (e.g., the McCabe law firm), regardless of how such proceeds may have previously been allocated among the Parties, and (c) any rights or privileges enjoyed by, or benefiting, First 100 with respect to those HOA Receivables, including rights or privileges under any continuing powers of attorney granted by a third party.

3. Omni disclaims any right, title, or interest in the ACR Receivables.

4. The Parties hereby agree and consent to the unfreezing of the HOA Receivables and all proceeds derived therefrom (meaning, for example, all undisbursed proceeds held by the McCabe law firm may be disbursed upon the unilateral instruction(s) of the Party(ies) to whom such proceeds belong).

5. To the extent not already secured in Omni's favor pursuant to the loan documents, First 100 has granted to Omni a lien in all pending lawsuits, administrative actions, arbitrations, and litigation in which First 100 has asserted an affirmative claim, as well as in all unasserted claims that may give rise to such future litigation.

6. Upon full repayment of the stipulated judgment debt, Omni shall return or release to First 100 (i) any and all interest in the 2013 Receivables, the 2014-2015 Receivables, and Additional HOA Receivables; (ii) all remaining liens in First 100's claims and litigation; (iii) four

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specific real properties in Nevada, to First 100 or its Affiliate; and (iv) all real property derived from foreclosure actions on any of the HOA Receivables conveyed.

***Dismissal; Jurisdiction; Bonds***

7. The Lawsuit and any and all Disputes, Claims, Counterclaims, and Third-Party Claims are and shall be hereby dismissed with prejudice.

8. Notwithstanding the foregoing, the entry of a final judgment by this Court pursuant to this Stipulation and Order shall not preclude or otherwise impair any claim or defense that may exist or arise between or among the Parties with respect to a breach of the Settlement Agreement.

9. Notwithstanding the foregoing, the Court shall retain jurisdiction (over the Parties, the Lawsuit, the Disputes, Claims, Counterclaims, and Third-Party Claims, and the Settlement Agreement (and alleged breaches thereof)), to hear any further proceedings regarding the same, if necessary or appropriate.

10. Each Party shall each bear responsibility for its own fees and costs incurred in connection with this matter (including, in particular, the Lawsuit).

11. The two monetary bonds deposited with the Clerk of the Court during the Lawsuit, by First 100 (in the amount of \$15,000, deposited on January 21, 2016 (ECF 13-14)) and Omni (in the amount of \$1,000, deposited on June 28, 2016 (ECF 131-32)), shall be immediately released to Omni.

***Settlement Terms***

12. The Parties wish to keep the terms of their Settlement Agreement confidential. This Stipulation and Order is not intended to be an exhaustive summary of the relevant terms of the Settlement Agreement. Any description of a term of the Settlement Agreement in this Stipulation and Order is not intended to amend or modify that term. Any omission of a term of the Settlement Agreement in this Stipulation and Order is not intended to constitute a waiver of that term.

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[Signature Page to Stipulation and Order]

Dated: January \_\_, 2017

Dated: January \_\_, 2017

**HOWARD & HOWARD ATTORNEYS  
 PLLC**

**MAIER GUTIERREZ AYON**

By: /s/ Robert Hernquist  
 Robert Hernquist  
 Nevada Bar No. 10616  
 Mark Gardberg  
 Nevada Bar No. 10879  
 Wells Fargo Tower, Suite 1000  
 3800 Howard Hughes Parkway  
 Las Vegas, Nevada 89169-5980

By: /s/ Joseph A. Gutierrez  
 Joseph A. Gutierrez  
 Nevada Bar No. 9046  
 Jason R. Maier, Nevada Bar No. 8557  
 8816 Spanish Ridge Avenue  
 Las Vegas, Nevada 89148

*Attorneys for Defendant, Counterplaintiff,  
 and Third Party Plaintiff Omni Financial  
 LLC*

*Attorneys for (1) Plaintiffs and  
 Counterdefendants First 100, LLC and  
 1st One Hundred Holdings, LLC and (2)  
 Third-Party Defendants 1st One Hundred  
 Holdings, LLC, Jay Bloom, Carlos  
 Cardenas, Christopher Morgando, and  
 Matthew Farkas*

Dated: January \_\_, 2017

Dated: January \_\_, 2017

**GREENBERG TRAUIG, LLP**

**KOLESAR & LEATHAM**

By: /s/ Christopher Miltenberger  
 Christopher Miltenberger  
 Nev. Bar No. 10153  
 3773 Howard Hughes Parkway, #400  
 Las Vegas, NV 89169

By: /s/ Bart K. Larsen  
 Bart K. Larsen  
 Nevada Bar No. 08538  
 400 South Rampart Blvd., Suite 400  
 Las Vegas, Nevada 89145

*Attorneys for Defendants PrenPoinciuna,  
 LLC and Prentice Lending II LLC*

*Attorneys for Plaintiffs KAL-MOR-USA LLC  
 and GFY Management LLC (in Case No.  
 2:16-cv-00109)*

**Order**

IT IS SO ORDERED.

Dated: \_\_\_\_\_

UNITED STATES DISTRICT JUDGE

**Exhibit 1**  
**Stipulated Judgment**

JOINTLY SUBMITTED

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

FIRST 100, LLC, a Nevada limited liability company; 1<sup>st</sup> ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company,

Plaintiffs,  
vs.

OMNI FINANCIAL, LLC, a foreign limited liability company; PRENPOINCIANA, LLC, a foreign limited liability company; DOES I through X and ROE ENTITIES I through X;

Defendants.

AND ALL RELATED CLAIMS

Case No. 2:16-cv-00099-RFB-(CWH)

Related Case No. 2:16-cv-00109-RFB-CWH  
(Jointly Administered Cases)

**STIPULATED JUDGMENT**

COME NOW, (1) Plaintiffs and Counter-Defendants First 100, LLC ("First 100") and 1<sup>st</sup> One Hundred Holdings, LLC ("Holdings," and together with First 100, the "Plaintiffs"), by and through their undersigned attorneys, Maier Gutierrez Ayon; (2) Third-Party Defendants Holdings, Jay Bloom, Carlos Cardenas, Christopher Morgando, and Matthew Farkas (collectively, the "Guarantors"), by and through their undersigned attorneys, Maier Gutierrez Ayon, (3) Defendant, Counterplaintiff, and Third Party Plaintiff Omni Financial, LLC ("Omni"), by and through its undersigned attorneys, Howard & Howard Attorneys PLLC, (4) Defendants PrenPoinciana, LLC and Prentice Lending II LLC (collectively, "PrenPoinciana"), by and through their undersigned attorneys, Greenberg Traurig, LLP; and (5) Plaintiffs KAL-MOR-USA LLC and GFY

Management LLC (in Case No. 2:16-cv-00109) (collectively, "Kal-Mor/GFY"), by and through their undersigned attorneys, Kolesar & Leatham.

### RECITALS

On January 15, 2016, First 100 filed a complaint asserting various claims for relief (the "Claims") against Omni and PrenPoinciana in the Eighth Judicial District Court in Clark County, Nevada (the "Lawsuit"), seeking an *ex parte* temporary restraining order stopping a foreclosure sale which Omni had previously noticed. Omni removed the Lawsuit to the U.S. District Court for the District of Nevada (the "District Court") (Notice of Removal, ECF No. 1),<sup>4</sup> where it is known as Case No. 2:16-cv-00099. On February 9, 2016, the Lawsuit was consolidated with a separate action filed by Kal-Mor USA LLC (which had also been removed by Omni and is Case No. 2:16-cv-00109, and which case constitutes part of the defined term, the "Lawsuit"). On June 15, 2016, Defendant Omni filed its Answer to First 100, LLC's Complaint and Counterclaim and Third-Party Complaint (ECF 99), asserting various counterclaims and third-party claims for relief against the Plaintiffs and Guarantors (the "Counterclaims and Third-Party Claims").

As set forth in extensive detail in the pleadings and papers in the Lawsuit, numerous disputes (collectively, the "Disputes") have arisen between Plaintiffs, Defendants, and Guarantors regarding, for example:<sup>5</sup>

(a) First 100's default on a line of credit loan extended by Omni pursuant to a loan agreement and other transaction documents dated May 27, 2014;

(b) the ownership, management, and control of certain homeowner association liens/receivables ("HOA Receivables") those acquired from the Association of Poinciana Villages ("APV") and (i) relating to the calendar year 2013 (the "2013 Receivables"), (ii) relating to the calendar years 2014-2015 (the "2014-2015 Receivables") and (iii) certain additional properties previously managed by Association Capital Resources, LLC (the "ACR Receivables");

<sup>4</sup> All references herein to "ECF" numbers are to filings in Case No. 2:16-cv-00099.

<sup>5</sup> This list is not exhaustive.



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(c) the ownership, management, and control of all other HOA Receivables owned all other HOA Receivables owned by First 100 from time to time from the inception of the Omni loan through the date hereof, if and to the extent serviced by the McCabe Firm, including those relating to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve, Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove) (collectively, the "Additional HOA Receivables");

(d) the ownership, management, and control of First 100's other personal property;

(e) the reasonableness of Omni's foreclosure sale on May 25, 2016 regarding such HOA Receivables and other personal property; and

(f) Omni's first-priority security interest, as beneficiary, under deeds of trust in various real properties previously or currently owned by First 100.

Without admitting liability, the Parties waive the entry of findings of fact and conclusions of law by the Court and voluntarily consent to the entry of this Stipulated Judgment fully resolving the Lawsuit, Disputes, Claims, Counterclaims, and Third-Party Claims.

NOW, THEREFORE, it is accordingly ORDERED, ADJUDGED, and DECREED that:

1. First 100 owes Omni a stipulated judgment debt in the amount of Four Million Eight Hundred Thousand Dollars (USD \$4,800,000), but which amount could increase by a specific sum if certain conditions subsequent were not met.

2. Omni is the absolute owner of all right, title, and interest in the 2013 Receivables 2014-2015 Receivables, and ACR Receivables, including without limitation (a) all future proceeds arising therefrom, (b) all undisbursed proceeds thereof being held by any third party, regardless of how such proceeds may have previously been allocated among the Parties, and (c) any rights or privileges enjoyed by, or benefiting, First 100 with respect to those HOA Receivables, including rights or privileges under any continuing powers of attorney granted by a third party.

3. The Court unfreezes the HOA Receivables and all proceeds derived therefrom (meaning, for example, all undisbursed proceeds held by the McCabe law firm may be disbursed upon the unilateral instruction(s) of the Party(ies) to whom such proceeds belong).

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4. Upon full repayment of the stipulated judgment debt, Omni shall return or release to First 100 (i) any and all interest in the 2013 Receivables, the 2014-2015 Receivables, and Additional HOA Receivables; (ii) all remaining liens in First 100's claims and litigation; (iii) four specific real properties in Nevada, to First 100 or its Affiliate; and (iv) all real property derived from foreclosure actions on any of the HOA Receivables conveyed.

5. The Lawsuit and any and all Disputes, Claims, Counterclaims, and Third-Party Claims are hereby dismissed with prejudice.

6. This judgment shall not preclude or otherwise impair any claim or defense that may exist or arise between or among the Parties with respect to a breach of the Settlement Agreement. The Court hereby retains jurisdiction (over the Parties, the Lawsuit, the Disputes, Claims, Counterclaims, and Third-Party Claims, and the Settlement Agreement (and alleged breaches thereof)), to hear any further proceedings regarding the same, if necessary or appropriate.

7. Each Party bears responsibility for its own fees and costs incurred in connection with this matter (including, in particular, the Lawsuit).

8. The two monetary bonds deposited with the Clerk of the Court during the Lawsuit, by First 100 (in the amount of \$15,000, deposited on January 21, 2016 (ECF 13-14)) and Omni (in the amount of \$1,000, deposited on June 28, 2016 (ECF 131-32)), are to be immediately released to Omni.

**ORDER**

IT IS SO ORDERED.

Dated: \_\_\_\_\_

UNITED STATES DISTRICT JUDGE

**HOWARD & HOWARD ATTORNEYS, PLLC**  
 3800 Howard Hughes Parkway, Suite 1000  
 Las Vegas, Nevada 89169  
 (702) 257-1483 FAX: (702) 567-1568

Approved as to form and content by:

Dated: January \_\_, 2017

**HOWARD & HOWARD ATTORNEYS  
 PLLC**

By: /s/ Robert Hernquist  
 Robert Hernquist  
 Nevada Bar No. 10616  
 Mark Gardberg  
 Nevada Bar No. 10879  
 Wells Fargo Tower, Suite 1000  
 3800 Howard Hughes Parkway  
 Las Vegas, Nevada 89169-5980

*Attorneys for Defendant, Counterplaintiff,  
 and Third Party Plaintiff Omni Financial  
 LLC*

Dated: January \_\_, 2017

**GREENBERG TRAUIG, LLP**

By: /s/ Christopher Miltenberger  
 Christopher Miltenberger  
 Nev. Bar No. 10153  
 3773 Howard Hughes Parkway, #400  
 Las Vegas, NV 89169

*Attorneys for Defendants PrenPoinciana,  
 LLC and Prentice Lending II LLC*

Dated: January \_\_, 2017

**MAIER GUTIERREZ AYON**

By: /s/ Joseph A. Gutierrez  
 Joseph A. Gutierrez  
 Nevada Bar No. 9046  
 Jason R. Maier, Nevada Bar No. 8557  
 8816 Spanish Ridge Avenue  
 Las Vegas, Nevada 89148

*Attorneys for (1) Plaintiffs and  
 Counterdefendants First 100, LLC and  
 1st One Hundred Holdings, LLC and (2)  
 Third-Party Defendants 1st One Hundred  
 Holdings, LLC, Jay Bloom, Carlos  
 Cardenas, Christopher Morgando, and  
 Matthew Farkas*

Dated: January \_\_, 2017

**KOLESAR & LEATHAM**

By: /s/ Bart K. Larsen  
 Bart K. Larsen  
 Nevada Bar No. 08538  
 400 South Rampart Blvd., Suite 400  
 Las Vegas, Nevada 89145

*Attorneys for Plaintiffs KAL-MOR-USA LLC  
 and GFY Management LLC (in Case No.  
 2:16-cv-00109)*

Initials:  
Omni: *MB*  
First 100/Holdings/Guarantors: *[Signature]*

**EXHIBIT H**

**First 100 and 1<sup>st</sup> One Hundred Holdings as Guarantor Asset Statements  
(Section 18(b)(2))**

*[See attached.]*

**(Exhibits)**

JA001024

EXHIBIT “A-5”

EXHIBIT “A-5”

**Hernquist, Robert W**

---

**From:** Martin Boone <[martin@shermanandboone.com](mailto:martin@shermanandboone.com)>  
**Sent:** Monday, January 30, 2017 1:06 PM  
**To:** Gardberg, Mark J.; Hernquist, Robert W  
**Subject:** FW: As per your request.  
**Attachments:** 01301700.PDF

FYI

**Martin Boone**  
**Omni/Orbis Financial**  
**Sherman And Boone Realtors**  
**1260 41st Ave Suite O**  
**Capitola Ca, 95010**  
**Phone 831-464-5021**  
**email: [Martin@shermanandboone.com](mailto:Martin@shermanandboone.com)**  
**Cal BRE License #00529069**

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**From:** Jay Bloom [<mailto:jbloom@f100llc.com>]  
**Sent:** Monday, January 30, 2017 1:02 PM  
**To:** Martin Boone <[martin@shermanandboone.com](mailto:martin@shermanandboone.com)>  
**Subject:** As per your request.

**Jay Bloom**  
**Director**  
**1st One Hundred**  
**m [702.423.0500](tel:702.423.0500) | f [702.974.0284](tel:702.974.0284)**  
**[jbloom@f100llc.com](mailto:jbloom@f100llc.com) | [www.f100llc.com](http://www.f100llc.com)**

**Corporate Headquarters**  
**2485 Village View Drive, Suite 190**  
**Henderson, NV 89074**

**Please consider the environment**

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STATE OF NEVADA       )  
  ) ss  
COUNTY OF CLARK       )

**LOST NOTE AFFIDAVIT**

**General Information.**

1. I am Jay Bloom, a principal and authorized representative and signatory of First 100, LLC, a Nevada limited liability company ("First 100").

2. I am over the age of 18 and mentally competent.

**Loan Transaction.**

3. On May 27, 2014, Omni Financial, LLC, a California limited liability company ("Omni"), extended a line of credit to First 100 in a potential maximum principal amount of Five Million Dollars (USD \$5,000,000.00), against which Omni made an initial actual advance of \$2,550,000.00 (the "Omni Loan").

4. The Omni Loan was governed and evidenced by various contracts, addenda and amendments (collectively, the "Loan Documents"), including without limitation that certain:

(a) Loan Agreement dated May 27, 2014, by First 100, as borrower, and Omni as the lead participating lender;

(b) Promissory Note dated May 27, 2014 by First 100, as obligor, and Omni as payee (the "Note");

(c) Security Agreement dated May 27, 2014 between First 100, as pledger, and Omni as pledgee, supported by UCC-1 filings by Omni against First 100 in Nevada and Florida; and

(d) numerous deeds of trust and mortgages granted (or to have been granted) by First 100, as trustor or mortgagor, in favor of Omni, as beneficiary or mortgagee, over real property located in the State of Nevada and elsewhere.

**Loan Balance.**

5. Under a Settlement and Mutual General Release Agreement by Omni and First 100 dated on or about the date hereof, those parties agreed to a "stipulated judgment debt" owed by

First 100 to Omni with respect to the Omni Loan, in the amount of Four Million Eight Hundred Thousand Dollars (USD \$4,800,000), as well as an additional amount of One Million Two Hundred Thousand Dollars (USD \$1,200,000) due and owing, with respect to the Omni Loan, if certain conditions subsequent were to occur.

**Lost Note.**

6. Omni is the legal and beneficial owner and holder of the Note. However, upon information and belief, Omni is not currently in physical possession of the original Note.
7. Upon information and belief, despite due diligence on Omni's part, the original Note has been lost, misplaced, or destroyed.
8. Notwithstanding the foregoing, attached as Exhibit A hereto is a true, correct, and complete copy of the Note. The undersigned certifies that that is an accurate copy of the Note.

I DECLARE UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT.

January 30, 2017  
Date

Jay Bloom

**NOTARIZATION:**

The foregoing Lost Note Affidavit was acknowledged before me on the date indicated above by Jay Bloom of First 100, LLC.

NOTARY PUBLIC

My Commission Expires Aug. 16, 2020

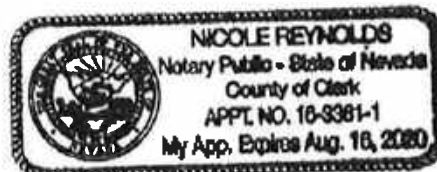




EXHIBIT “A-6”

EXHIBIT “A-6”

**Hernquist, Robert W**

---

**From:** Joseph Gutierrez <jag@mgalaw.com>  
**Sent:** Friday, April 21, 2017 11:24 AM  
**To:** Gardberg, Mark J.  
**Cc:** Hernquist, Robert W; Charity Johnson  
**Subject:** RE: Foreclosure-Related Matters

Jay signed two copies of the lost note affidavits and we have the originals at our office. Please send a runner to pick them up. I will be in a mediation all afternoon but our office manager Charity Johnson will have them.

Thanks,

Joseph A. Gutierrez  
**MAIER GUTIERREZ AYON**  
8816 Spanish Ridge Avenue  
Las Vegas, Nevada 89148  
Tel: 702.629.7900 | Fax: 702.629.7925  
[jag@mgalaw.com](mailto:jag@mgalaw.com) | [www.mgalaw.com](http://www.mgalaw.com)



**MAIER GUTIERREZ AYON**  
ATTORNEYS AT LAW

**From:** Gardberg, Mark J. [mailto:mgardberg@HowardandHoward.com]  
**Sent:** Monday, April 17, 2017 3:46 PM  
**To:** Joseph Gutierrez <jag@mgalaw.com>  
**Cc:** Hernquist, Robert W <rwh@h2law.com>  
**Subject:** Foreclosure-Related Matters

Hi, Joe, I hope you're well and deep into planning collections on that \$2.2 billion.

Omni is proceeding with some of the foreclosures on *real* properties, as permitted by the parties' Agreement. In doing so, Omni has to send F100 the attached notice pursuant to NRS 107.080. Please simply note this for your records.

Separately, it'd be helpful (for the trustees) to have two more originals of the Lost Note affidavit which First 100 signed back on 1/30 (attached). Please be so kind as to ask Jay to sign/notarize two more originals (I'm reattaching the Word version here), and send them over to me. Much appreciated.

Regards,  
Mark

## Howard & Howard

law for business

**Mark J. Gardberg**  
Attorney & Counselor

Direct: 702.667.4842      3800 Howard Hughes #1000  
Fax: 702.667.1568      Las Vegas, NV 89169  
mgardberg@HowardandHoward.com

[www.howardandhoward.com](http://www.howardandhoward.com)

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EXHIBIT “A-7”

EXHIBIT “A-7”



## Nevada Title Company

2500 North Buffalo, Suite No. 150, Las Vegas, Nevada 89128 (702) 251-5000

Order No.: 17-08-0243-MD

ATTENTION:

August 24, 2017

Your No.:

Order No.: 17-08-0243-MD / Michele Dobar

Dated as of April 9, 2015 at 7:30am

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

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

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

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

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

*Wendy McMillan*

Title Officer: Wendy McMillan

JA001033

Order No.: 17-08-0243-MD

**SCHEDULE A**

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

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

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

**Fee Simple as to Parcel I Easement as to Parcel II**

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

**Elizabeth Braden subject to Exceptions 23, 24 and 25**

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

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

**Address: 5782 Camino Ramon Avenue, Las Vegas, NV 89156**

JA001034

Order No.: 17-08-0243-MD

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

**PARCEL I:**

LOT SIXTY (60) IN BLOCK TWO (2) OF TIERRA MESA, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 108, OF PLATS, PAGE 24, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1)

JA001035

Order No.: 17-08-0243-MD

**SCHEDULE B**

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**NOTE: IF THE ALTA HOMEOWNERS POLICY IS REQUESTED BY THE INSURED, THE EXCEPTIONS LISTED ABOVE AS 1 THROUGH 6 WILL NOT BESHOWN.**

7. State and County Taxes for the fiscal period of 2017 to 2018, a lien now due and payable in the total amount of \$695.78, and payable in the following installments and becomes delinquent 10 days after the due date set forth below.

First installment of \$275.45 unpaid and due the third Monday in August

Second installment of \$140.11 unpaid and due the first Monday in October

Third installment of \$140.11 unpaid and due the first Monday in January

Fourth installment of \$140.11 unpaid and due the first Monday in March

Parcel No. 140-21-611-018

8. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.
9. The herein described property lies within the boundaries of CLARK COUNTY WATER RECLAMATION DISTRICT and may be subject to all assessments and obligation thereof.
10. Reservations and Easements in the patent from the State of Nevada, recorded April 25, 1921, in Book 7 of Deeds Page 383 as Document No. 15482 of Official Records.
11. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COUNTY OF CLARK, for perpetual avigation, recorded April 14, 1983, in Book 1718 as Document No. 1677473 of Official Records.

JA001036



Order No.: 17-08-0243-MD

12. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COUNTY OF CLARK, for perpetual avigation, recorded April 13, 1998, in Book 980413 as Document No. 01647 of Official Records.
13. Dedications and Easements as shown on the recorded Map referred to herein, on file in Book 108 of Plats, Page 24, of Official Records.
14. Covenants, Conditions and Restrictions: In the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law as contained in the Declaration of Restrictions recorded February 10, 2003 in Book No. 20030210 as Document No. 01363 of Official Record.

**AMENDED & RESTATED Covenants, Conditions and Restrictions:** In the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law as contained in the Declaration of Restrictions recorded October 15, 2003 in Book No. 20031015 as Document No. 04062 of Official Record.

The right to levy certain charges or assessments against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions, and is conferred upon TIERRA MESA HOMEOWNERS ASSOCIATION, including any unpaid delinquent assessment as provided therein.

The lien of assessments for dues, maintenance and nuisance-abatement charges by any common interest community pursuant to any applicable Covenants, Conditions or Restrictions that have a superiority pursuant to NRS § 116.3116.

The provisions of the above stated Covenants, Conditions and Restrictions were purportedly annexed to include the herein described land by an instrument recorded December 29, 2003 in Book 20031229 as Document No. 01425 of Official Records.

**Please reference said document(s) for full particulars.**

15. Deed of Trust to secure an indebtedness of \$174,400.00 and any other amounts payable under the terms thereof Recorded: May 19, 2006 in Book 20060519 Document No. 0003804 and re-recorded June 1, 2006 in Book 20060601 as Document No. 005246 of Official Records  
Dated: May 18, 2006  
Trustor: Elizabeth Braden, a single woman and Gow Braden, an unmarried woman as joint tenants  
Trustee: First American Title Company of Nevada  
Beneficiary: Mortgage electronic Registration Systems, Inc., nominee for Wilmington Finance, Inc.

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

JA001037

Order No.: 17-08-0243-MD

16. Deed of Trust to secure an indebtedness of \$43,600.00 and any other amounts payable under the terms thereof:  
 Recorded: May 19, 2006 in Book 20060519 Document No. 0003905 and re-recorded June 1, 2006 in Book 20060601 as Document 0005247 of Official Records  
 Dated: May 18, 2006  
 Trustor: Elizabeth Braden, a single woman and Gow Braden, an unmarried woman as joint tenants  
 Trustee: First American Title Company of Nevada  
 Beneficiary: Mortgage Electronic Registration Systems, Inc. as nominee for Wilmington Finance, Inc.

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

17. A Declaration of Homestead executed by Elizabeth Braden recorded August 4, 2006 in Book 20060804 as Document D005401 of official Records

18. **Deed of Trust to secure an indebtedness of \$5,000,000.00 and any other amounts payable under the terms thereof:**  
**Recorded:** August 26, 2014 in Book 20140826 Document No. 0001916 and re-recorded October 5, 2016 as Document No. 002287 of Official Records.  
**Dated:** August 4, 2014  
**Trustor:** First 100, LLC  
**Trustee:** First American Title Company  
**Beneficiary:** Onmi Financial, LLC

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

19. All due the United States of America for an amount hereinafter set out and any other amounts due thereunder;  
Debtor: First 100 LLC, Carlos Cardenas MBR  
Amount: \$175,232.78  
Identifying No.: XXX-XX-121132414  
Recorded: September 29, 2014 in Book 20140929 as Document No. 0001860 Official Records.

20. **Deed of Trust to secure an indebtedness of \$750,000.00 and any other amounts payable under the terms thereof:**  
**Recorded:** September 29, 2014 in Book 20140929 Document No. 0001982 of Official Records.  
**Dated:** September 29, 2014  
**Trustor:** First 100, LLC, a Nevada limited liability company  
**Trustee:** Nevada Title Company, a Nevada corporation  
**Beneficiary:** Colgan Financial Group, Inc., a Connecticut corporation

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

The effect of a Reconveyance recorded April 7, 2015 in Book 20150407 as Document No. 0001580 of Official Records:

**Note: There is no reference to the Deed of Trust intended to be Reconveyed**

JA001038

Order No.: 17-08-0243-MD

21. A lien due the United States of America for an amount hereinafter set out and any other amounts due thereunder;  
Debtor: First 100 LLC  
Amount: \$141,759.26  
Identifying No.: XXX-XX-121278914  
Recorded: October 3, 2014 in Book 20141003 as Document No. 0000340 Official Records.
22. A lien due the United States of America for an amount hereinafter set out and any other amounts due thereunder;  
Debtor: First 100 LLC  
Amount: \$156,258.04  
Identifying No.: XXX-XX-20150320-0000629  
Recorded: March 20, 2015 in Book 20150320 as Document No. 0000629 Official Records.
23. The effect of an instrument entitled, Trustee's Deed upon Sale, executed by Alessi & Koenig, LLC to Tierra Mesa Homeowners Association, Recorded December 3, 2010 in Book 20101203 as Document No. 0002111 of Official Records.  
  
NOTE: HOA Foreclosure Deed and Uninsured, also recorded as a Corrective Deed for Trustee's Deed Upon Sale recorded November 3, 2010 in Book 20101103 as Document No. 0000595 of Official Records
24. The effect of an instrument entitled, Quitclaim Deed, executed by Tierra Mesa HOA c/o Camco to First 100 LLC, dated August 8, 2014, Recorded August 11, 2014 in Book 20140811 as Document No. 0000974 of Official Records.  
  
NOTE: Above referenced Deed was uninsured
25. The effect of an Instrument entitled, Deed of Sale, executed by First 100, LLC to Kai-Mor-USA, LLC, Recorded April 9, 2015 in Book 20150409 as Document No. 0000741 of Official Records.  
  
NOTE: Above referenced deed was uninsured
26. Water rights, claims or title to water, whether or not shown by the public records,
27. Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.
28. NOTE: Should an inspection of the real property disclose any work of improvement in progress, this Company may be unwilling to provide mechanic's lien coverage.
29. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
30. Any Claim of Lien for labor and/or materials that may be filed against said land by reason of work or improvement thereon, as may be disclosed by an inspection of said premises

JA001039

Order No.: 17-08-0243-MD

31. **REQUIREMENT:** In the event this file converts to a request for title insurance, please advise the Title Department at least one week prior to close of the transaction.

We reserve the right to make additional exceptions and/or requirements.

32. **NOTE:** This report is a preliminary investigation only of the property contained herein. This is not an abstract. It is a report derived from our review of various documents of record. No reliance should be placed on the contents hereof without first obtaining the approval of an Officer of the Company.

JA001040

Order No.: 17-08-0243-MD

## **SCHEDULE C**

### **Privacy Policy Notice**

#### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. We have also adopted broader guidelines that govern our use of personal information regardless of its source.

#### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, on forms and in other communications;
- Information about your transactions we secure from our files, or from our affiliates, or others;
- Information we receive from a consumer reporting agency; and
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

#### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



**Nevada Title Company**

JA001041

Order No.: 17-08-0243-MD

2500 North Buffalo, Suite No. 150, Las Vegas, Nevada 89128 (702) 251-5000

Dear Valued Customer,

As your business is very valuable to us, so is your security.

The Real Estate community has recently seen an alarming increase in Cyber and Social Engineering scams. Social Engineering is an attack used by the computer hacking and fraud community to falsify and counterfeit documents that the consumer would normally use. They do this by creating e-mails that look very much like they are being sent by a legitimate company. Even the content can look legitimate and will not necessarily have a virus or strange pop-ups in the email. The key objective is ALWAYS to gather the consumer's personal information or to convince well-meaning people to conduct business as usual with the requested changes from the fraudulent email. Once they have this information, they can re-sell it or use it to commit fraud or other illegal acts. These new forms of cyber-attacks are a real threat and will be with us for the foreseeable future. Understanding this threat has never been more important.

The simplest way to protect yourself from any cyber-attack is to avoid clicking on any unexpected link in an e-mail message or performing anything requested without verifying. Do not reply to e-mails soliciting personal information. Do not assume the validity of wire transfer instructions or other documents requesting personal information without checking with your escrow officer first via a phone call.

Given the above facts, all Emails containing sensitive, transaction specific or client specific documentation and communications are being sent Encrypted. We understand that this creates additional work for the recipient, but this is absolutely necessary to protect the privacy expected and deserved in your real estate transaction. If you have trouble opening our encrypted emails please let us know, as our IT Department is here and willing to assist in any manner needed.

JA001042

Order No.: 17-08-0243-MD

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

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

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

**EXCEPTIONS FROM COVERAGE-SCHEDULE B, PART I**

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

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

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

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

**EXCLUSIONS**

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

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

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

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:
  - LAND USE
  - IMPROVEMENTS ON THE LAND
  - LAND DIVISION
  - ENVIRONMENTAL PROTECTION
 THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.  
THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.
2. THE RIGHT TO TAKE THE LAND BY CONDEMNING IT, UNLESS:
  - A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
  - THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING
3. TITLE RISKS:
  - THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
  - THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE- UNLESS THEY APPEARED IN THE PUBLIC RECORDS
  - THAT RESULT IN NO LOSS TO YOU
  - THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS
4. FAILURE TO PAY VALUE FOR YOUR TITLE.
5. LACK OF A RIGHT:
  - TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A  
OR
  - IN STREETS, ALLEYS OR WATERWAYS THAT TOUCH YOUR LAND.
 THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 5 OF COVERED TITLE RISKS.

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

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

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

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

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

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

1. (A) ANY LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION (INCLUDING THOSE RELATING TO BUILDING AND ZONING) RESTRICTING, REGULATING, PROHIBITING, OR RELATING TO
  - (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND
  - (II) THE CHARACTER, DIMENSIONS, OR LOCATION OF ANY IMPROVEMENT ERECTED ON THE LAND
  - (III) THE SUBDIVISION OF LAND; OR

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

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

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

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

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

**2005 ALTA OWNER'S POLICY (6/17/06)  
EXCLUSIONS FROM COVERAGE**

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

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

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

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

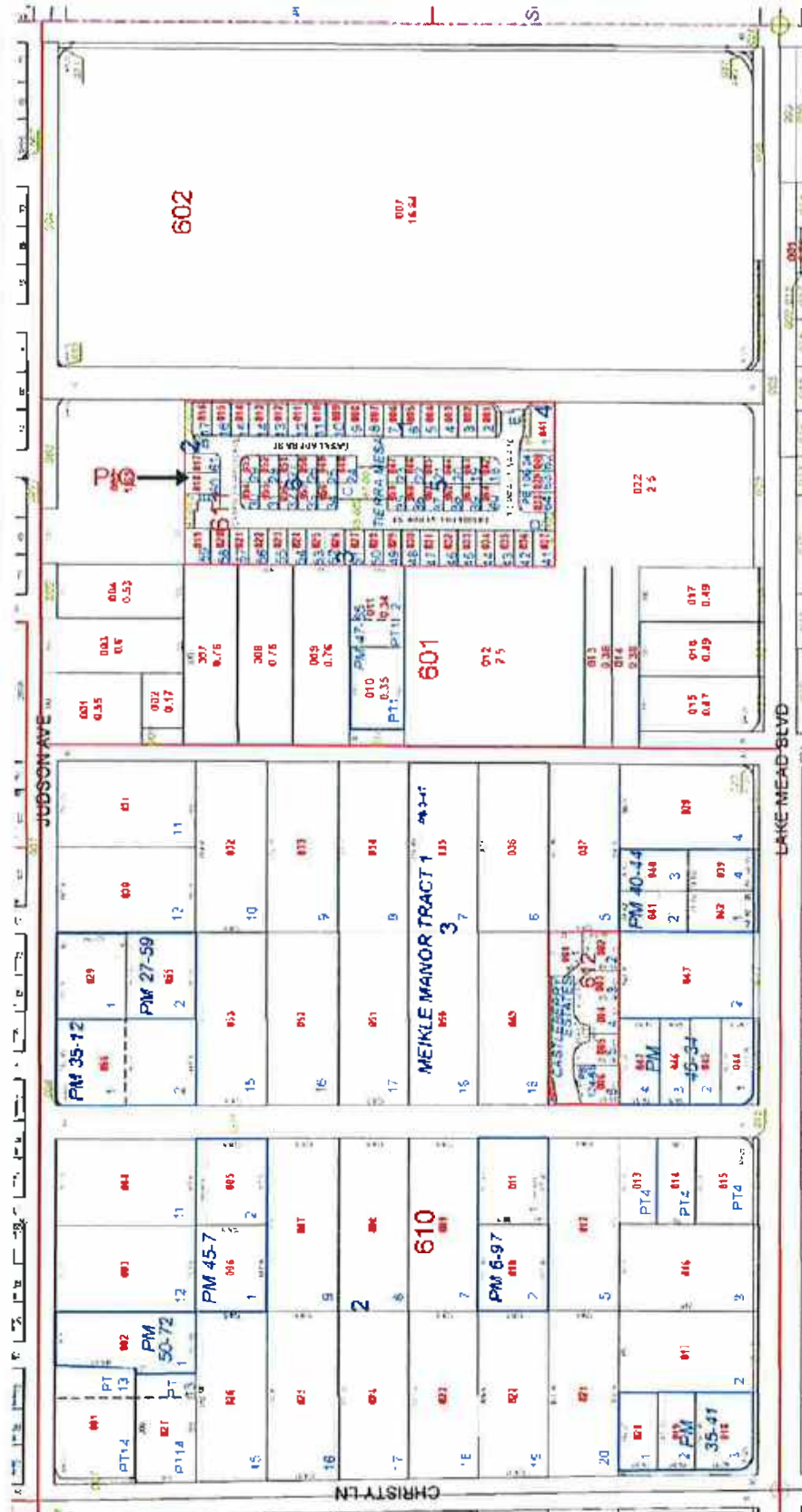
1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREAS OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT'S NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 12, 13, 14, AND 16 OF THIS POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 12, 13, 14, AND 16.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
  - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT
  - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
  - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
  - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY ( THIS PARAGRAPH DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 6, 16, 18, 19, 20, 21, 22, 23, 24, 25 AND 26); OR
  - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.

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4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED ON USURY, EXCEPT AS PROVIDED IN COVERED RISK 27, OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. REAL PROPERTY TAXES OR ASSESSMENTS OF ANY GOVERNMENTAL AUTHORITY WHICH BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVER RISKS 7, 8(E) AND 26.
7. ANY CLAIM OF INVALIDITY, UNENFORCEABILITY OR LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO ADVANCES OR MODIFICATIONS MADE AFTER THE INSURED HAS KNOWLEDGE THAT THE VESTEE SHOWN IN SCHEDULE A IS NO LONGER THE OWNER OF THE ESTATE OR INTEREST COVERED BY THIS POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
8. LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO EACH AND EVERY ADVANCE MADE AFTER DATE OF POLICY, AND ALL INTEREST CHARGED THEREON, OVER LIENS, ENCUMBRANCES AND OTHER MATTERS AFFECTING THE TITLE. THE EXISTENCE OF WHICH ARE KNOWN TO THE INSURED AT:
  - (A) THE TIME OF THE ADVANCE, OR
  - (B) THE TIME A MODIFICATION IS MADE TO THE TERMS OF THE INSURED MORTGAGE WHICH CHANGES THE RATE OF INTEREST CHARGED IF THE RATE OF INTEREST IS GREATER AS A RESULT OF THE MODIFICATION THAN IT WOULD HAVE BEEN BEFORE THE MODIFICATION. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
9. THE FAILURE OF THE RESIDENTIAL STRUCTURE, OR ANY PORTION THEREOF TO HAVE BEEN CONSTRUCTED BEFORE, ON OR AFTER DATE OF POLICY IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.

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TAX DIST 340

JA001049

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Monday, August 28, 2017

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04245



## Nevada Title Company

2500 North Buffalo, Suite No. 150, Las Vegas, Nevada 89128 (702) 251-5000

Order No.: 17-08-0244-MD

**ATTENTION:**

August 21, 2017

Your No.:

Order No.: 17-08-0244-MD / Michele Dobar

Dated as of April 13, 2015 at 7:30am

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

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

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

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

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

*Wendy McMillan*

Title Officer: Wendy McMillan

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Order No.: 17-08-0244-MD

**SCHEDULE A**

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

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

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

**Fee Simple**

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

**Ronald L. Ressler Jr., a single man Subject to Exceptions 24, 25 and 26**

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

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

**Address: 4921 Indian River Drive #112, Las Vegas, NV 89103**

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Order No.: 17-08-0244-MD

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**PARCEL I:**

UNIT 1056 WESTWOOD POINTE, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL II:**

AN UNDIVIDED 1/452nd INTEREST IN AND TO THE COMMON ELEMENT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL III:**

AN EXCLUSIVE USE EASEMENT OVER THAT PORTION OF THE COMMON ELEMENT SHOWN AS APPURTENANT DECKS, BALCONIES, PATIOS, GARAGES, ENTRY AREAS, AND STAIRS WHICH AREAS SHALL BE REFERRED TO AS LIMITED COMMON ELEMENTS AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 AS IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

**PARCEL IV:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND PRIVATE STREETS OVER THE COMMON ELEMENT OF THE CONDOMINIUM PROJECT AS SHOWN UPON THE PLAT OF WESTWOOD POINT, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. 116 RECORDED IN BOOK 27 OF PLATS, PAGE 45, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF WESTWOOD POINT) RECORDED JULY 16, 1982 IN BOOK 1595 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 1554934.

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#### SCHEDULE B

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

1. Taxes available upon request.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the public records.

**NOTE: IF THE ALTA HOMEOWNERS POLICY IS REQUESTED BY THE INSURED, THE EXCEPTIONS LISTED ABOVE AS 1 THROUGH 6 WILL NOT BESHOWN.**

8. Taxes to be furnished upon request.
9. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.
10. The herein described property lies within the boundaries of CLARK COUNTY WATER RECLAMATION DISTRICT and may be subject to all assessments and obligation thereof.
11. Reservations and Easements in the patent from the State of Nevada, recorded March 18, 1965, in Book 613 as Document No. 493082 of Official Records.
12. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COUNTY OF CLARK, for perpetual avigation, recorded January 27, 1978, in Book 840 as Document No. 799424 of Official Records.
13. Dedications and easements as shown on the recorded map, on file in Book 27 of Plats, Page 45, of Official Records.
14. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COUNTY OF CLARK, for perpetual avigation, recorded September 24, 1981, in Book 1466 as Document No. 142940 of Official Records.
15. Terms, covenants, conditions and provisions in an instrument entitled, "PARKING AGREEMENT", recorded May 20, 1982, in Book 1569 as Document No. 1528084, of Official Records.

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16. Covenants, conditions and restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law recorded July 16, 1982 in Book No. 1595 as Document No. 1554934 of Official Records.

Amended and Restated Covenants, conditions and restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law recorded April 14, 2004 in Book No. 20040414 as Document No. 0002828 of Official Records.

Second Amended and Restated Covenants, conditions and restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law recorded May 13, 2004 in Book No. 20040513 as Document No. 02626 of Official Records.

The right to levy certain charges or assessments against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions, and is conferred upon BELLA VITA HOMEOWNERS ASSOCIATION, including any unpaid delinquent assessment as provided therein.

**Please reference said document(s) for full particulars.**

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded December 6, 1982 in Book 1656 as Document No. 1615701, of Official Records.

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded April 26, 1990 in Book 900426 as Document No. 00316, of Official Records.

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded January 7, 1997 in Book 970107 as Document No. 01233, of Official Records.

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded January 7, 1997 in Book 970107 as Document No. 01234, of Official Records.

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded May 24, 2004 in Book 20040524 as Document No. 00978, of Official Records.

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded August 18, 2004 in Book 20040818 as Document No. 0000816, of Official Records.

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded September 12, 2005 in Book 20051116 as Document No. 02548 and re-recorded November 16, 2005 in Book 20051116 as Document No. 03029, of Official Records.

17. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COUNTY OF CLARK, for perpetual avigation, recorded July 21, 2004, in Book 20040721 as Document No. 0000537 of Official Records.

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18. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COX COMMUNICATIONS LAS VEGAS, INC. for cable and information facilities, recorded November 9, 2005, in Book 20051109 as Document No. 0000390 of Official Records.
19. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded November 19, 2007, in Book 20071119 as Document No. 01993 of Official Records.
20. Deed of Trust to secure an indebtedness of \$118,400.00 and any other amounts payable under the terms thereof:  
Recorded: June 30, 2006 in Book 20060630 Document No. 0002372 and re-recorded September 25, 2006 in Book 20060925 as Document No. 000468 of Official Records.  
Dated: June 16, 2006  
Trustor: Ronald L. Ressler, Jr., a single man  
Trustee: North American Title  
Beneficiary: Mandalay Mortgage, LLC

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

A substitution of trustee under said deed of trust which appoints Quality Loan Service Corporation as the substituted trustee which instrument recorded February 9, 2009 in Book 20090209 of Official Records as Document No. 0000538

The beneficial interest under the hereinabove stated Deed of Trust was assigned to U.S. Bank National Association, as Trustee for the Specialty Underwriting and Residential Finance Trust Mortgage Loan Asset-Backed Certificates Series 2006-BC4 by Assignment recorded February 17, 2009, in Book 20090217 as Document No. 0003547, of Official Records.

21. Deed of Trust to secure an indebtedness of \$29,600.00 and any other amounts payable under the terms thereof:  
Recorded: June 30, 2006 in Book 20060630-0002373 Document No. 0002373 and re-recorded September 25, 2006 in Book 20060925 as Document No. 0004682 of Official Records.  
Dated: June 16, 2009  
Trustor: Ronald L. Ressler, Jr., a single man  
Trustee: North American Title  
Beneficiary: Mandalay Mortgage, LLC, a limited liability company

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

22. A claim of lien by Red Rock Financial Services, a division of RMI Management LLC for the benefit of Bella Vita Homeowners Association against Ronald L. Ressler, Jr. for Delinquent Association Dues, amount claimed 1,085.90, recorded April 10, 2009 in Book 20090410 as Document No. 0000478 of Official Records

Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments by Red Rock Financial Services on behalf of Bella Vita Homeowners Association as Agent, under the terms of the above Lien for Delinquent Assessments recorded June 11, 2009, in Book 200611 as Document No. 0001666 of Official Records.

23. A claim of lien by Red Rock Financial Services, a division of RMI Management LLC for the benefit of Bella Vita Homeowners Association against Ronald L. Ressler, Jr. for Delinquent Association Dues, amount claimed 8,885.52, recorded March 20, 2013 in Book 20130320 as Document No. 0002431 of Official Records

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Order No.: 17-08-0244-MD

Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments, by Red Rock Financial Services for the benefit of Bella Vita Homeowners Association, under the terms of the above Lien for Delinquent Assessments recorded May 28, 2013 , in Book 20130528 as Document No. 0000619 of Official Records.

Notice of Foreclosure Sale under the Lien for Delinquent Assessments recorded October 24, 2013 in Book 20131024 as Document No. 0002191 of Official Records

24. Deed of Trust to secure an indebtedness of \$5,000,000.00 and any other amounts payable under the terms thereof:  
Recorded: July 18, 2014, Book 20140718, Document No. 1253 and re-recorded April 24, 2017, Book 20170424, Document No. 0000179, also recorded May 29, 2014, Book 20140529, Document No. 0001342 and re-recorded April 24, 2017, Book 20170424, Document No. 0000178 of Official Records  
Dated: June 17, 2014  
Trustor: First 100, LLC  
Trustee: First American Title Company  
Beneficiary: Onmi Financial, LLC

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

Affects this and other property

A substitution of trustee under said deed of trust which appoints Nevada Title Company as the substituted trustee which instrument recorded May 15, 2017 in Book 20170515 of Official Records as Document No. 0000473

Notice of Default and Election to Sell by Nevada Title Company as Trustee, under the terms of the above Deed of Trust, recorded May 15, 2017 , in Book 20170515 as Document No. 0000474 of Official Records.

25. The effect of an instrument entitled, Foreclosure Deed, executed by Red Rock Financial Services, agent for Bella Vita Homeowners Association to Bella Vita Homeowners Association, dated January 14, 2014, Recorded January 23, 2014 In Book 20140123 as Document No. 0002774 of Official Records.

NOTE: The above referenced deed is the result of an HOA foreclosure and is also uninsured

26. The effect of an instrument entitled, Deed of Sale, executed by Bella Vita Homeowners Association to First 100, LLC, a Nevada limited liability company, d/b/a 1st One Hundred, dated Not Set Out , Recorded July 16, 2014 in Book 20140716 as Document No. 0002749 of Official Records.

NOTE: Above referenced deed is uninsured

27. The effect of an instrument entitled, Deed of Sale, executed by First 100, LLC to Kal-Mor-USA, LLC, dated Not Set Out , Recorded April 13, 2015 in Book 20150413 as Document No. 0002987 of Official Records.

NOTE: Above referenced Deed is un-insured

JA001057

Order No.: 17-08-0244-MD

THE FOLLOWING ARE GENERAL INDEX MATTERS:

28. A lien due the United States of America for an amount hereinafter set out and any other amounts due thereunder;  
Debtor: First 100 LLC  
Amount: \$175.23  
Identifying No.: XXX-XX-45-5021256  
Recorded: September 29, 2014 in Book 20140829 as Document No. 0001860 Official Records.  
  
The above lien has been amended by instrument recorded February 24, 2016 in Book 20160224 as Document No. 0004077 of Official Records.
29. A lien due the United States of America for an amount hereinafter set out and any other amounts due thereunder;  
Debtor: First 100 LLC  
Amount: \$141,759.16  
Identifying No.: XXX-XX-45-5021256  
Recorded: October 3, 2014 in Book 20141003 as Document No. 0000340 Official Records.
30. A lien due the United States of America for an amount hereinafter set out and any other amounts due thereunder;  
Debtor: First 100 LLC  
Amount: \$156,258.04  
Identifying No.: XXX-XX-45-5021256  
Recorded: March 20, 2015 in Book 20150320 as Document No. 0000629 Official Records.
31. Water rights, claims or title to water, whether or not shown by the public records.
32. Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.
33. NOTE: Should an inspection of the real property disclose any work of improvement in progress, this Company may be unwilling to provide mechanic's lien coverage.
34. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
35. Any Claim of Lien for labor and/or materials that may be filed against said land by reason of work or improvement thereon, as may be disclosed by an inspection of said premises.
36. REQUIREMENT: In the event this file converts to a request for title insurance, please advise the Title Department at least one week prior to close of the transaction.
- We reserve the right to make additional exceptions and/or requirements.
37. NOTE: This report is a preliminary investigation only of the property contained herein. This is not an abstract, it is a report derived from our review of various documents of record. No reliance should be placed on the contents hereof without first obtaining the approval of an Officer of the Company.

JA001058

Order No.: 17-08-0244-MD

## **SCHEDULE C**

### **Privacy Policy Notice**

#### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. We have also adopted broader guidelines that govern our use of personal information regardless of its source.

#### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, on forms and in other communications;
- Information about your transactions we secure from our files, or from our affiliates, or others;
- Information we receive from a consumer reporting agency; and
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

#### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



**Nevada Title Company**

JA001059

Order No.: 17-08-0244-MD

2500 North Buffalo, Suite No. 150, Las Vegas, Nevada 89128 (702) 251-5000

Dear Valued Customer,

As your business is very valuable to us, so is your security.

The Real Estate community has recently seen an alarming increase in Cyber and Social Engineering scams. Social Engineering is an attack used by the computer hacking and fraud community to falsify and counterfeit documents that the consumer would normally use. They do this by creating e-mails that look very much like they are being sent by a legitimate company. Even the content can look legitimate and will not necessarily have a virus or strange pop-ups in the email. The key objective is ALWAYS to gather the consumer's personal information or to convince well-meaning people to conduct business as usual with the requested changes from the fraudulent email. Once they have this information, they can re-sell it or use it to commit fraud or other illegal acts. These new forms of cyber-attacks are a real threat and will be with us for the foreseeable future. Understanding this threat has never been more important.

The simplest way to protect yourself from any cyber-attack is to avoid clicking on any unexpected link in an e-mail message or performing anything requested without verifying. Do not reply to e-mails soliciting personal information. Do not assume the validity of wire transfer instructions or other documents requesting personal information without checking with your escrow officer first via a phone call.

Given the above facts, all Emails containing sensitive, transaction specific or client specific documentation and communications are being sent Encrypted. We understand that this creates additional work for the recipient, but this is absolutely necessary to protect the privacy expected and deserved in your real estate transaction. If you have trouble opening our encrypted emails please let us know, as our IT Department is here and willing to assist in any manner needed.

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**EXHIBIT 1 (REV. 6/17/08)**  
**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY-1990**  
**EXCLUSIONS FROM COVERAGE**

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

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

**EXCEPTIONS FROM COVERAGE-SCHEDULE B, PART I**

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

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

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

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

**EXCLUSIONS**

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

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

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

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:  
- LAND USE  
- IMPROVEMENTS ON THE LAND  
- LAND DIVISION  
- ENVIRONMENTAL PROTECTION  
THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.  
THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.
2. THE RIGHT TO TAKE THE LAND BY CONDEMNING IT, UNLESS:  
- A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE  
- THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING
3. TITLE RISKS:  
- THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU  
- THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE- UNLESS THEY APPEARED IN THE PUBLIC RECORDS  
- THAT RESULT IN NO LOSS TO YOU  
- THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS
4. FAILURE TO PAY VALUE FOR YOUR TITLE.
5. LACK OF A RIGHT:  
- TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A  
OR  
- IN STREETS, ALLEYS OR WATERWAYS THAT TOUCH YOUR LAND.  
THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 5 OF COVERED TITLE RISKS.

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

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

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

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

**2008 ALTA LOAN POLICY (5/17/06)  
EXCLUSIONS FROM COVERAGE**

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

1. (A) ANY LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION (INCLUDING THOSE RELATING TO BUILDING AND ZONING) RESTRICTING, REGULATING, PROHIBITING, OR RELATING TO
  - (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND
  - (ii) THE CHARACTER, DIMENSIONS, OR LOCATION OF ANY IMPROVEMENT ERECTED ON THE LAND
  - (iii) THE SUBDIVISION OF LAND; OR

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

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

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

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

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

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

**EXCLUSIONS FROM COVERAGE**

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

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

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

**EXCLUSIONS FROM COVERAGE**

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

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (ii) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (iii) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREAS OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (iv) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT'S NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 12, 13, 14, AND 16 OF THIS POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 12, 13, 14, AND 16.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
  - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT
  - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
  - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
  - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY ( THIS PARAGRAPH DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 AND 26); OR
  - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.

JA001065

Order No.: 17-08-0244-MD

4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED ON USURY, EXCEPT AS PROVIDED IN COVERED RISK 27, OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. REAL PROPERTY TAXES OR ASSESSMENTS OF ANY GOVERNMENTAL AUTHORITY WHICH BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVER RISKS 7, 8(E) AND 26.
7. ANY CLAIM OF INVALIDITY, UNENFORCEABILITY OR LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO ADVANCES OR MODIFICATIONS MADE AFTER THE INSURED HAS KNOWLEDGE THAT THE VESTEE SHOWN IN SCHEDULE A IS NO LONGER THE OWNER OF THE ESTATE OR INTEREST COVERED BY THIS POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
8. LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO EACH AND EVERY ADVANCE MADE AFTER DATE OF POLICY, AND ALL INTEREST CHARGED THEREON, OVER LIENS, ENCUMBRANCES AND OTHER MATTERS AFFECTING THE TITLE. THE EXISTENCE OF WHICH ARE KNOWN TO THE INSURED AT:
  - (A) THE TIME OF THE ADVANCE, OR
  - (B) THE TIME A MODIFICATION IS MADE TO THE TERMS OF THE INSURED MORTGAGE WHICH CHANGES THE RATE OF INTEREST CHARGED IF THE RATE OF INTEREST IS GREATER AS A RESULT OF THE MODIFICATION THAN IT WOULD HAVE BEEN BEFORE THE MODIFICATION. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
9. THE FAILURE OF THE RESIDENTIAL STRUCTURE, OR ANY PORTION THEREOF TO HAVE BEEN CONSTRUCTED BEFORE, ON OR AFTER DATE OF POLICY IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.

JA001066



**ASSESSOR'S PARCELS - CLARK CO., NV.**  
**Michelle W. Shafer - Assessor**

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

**MAP LEGEND**

Parcel Boundary  
 Sub Boundary  
 Road Boundary  
 Road Easement  
 Right of Way PCL  
 Right of Way PCL  
 Subsurface PCL  
 Historic Lot Line  
 Historic Sub Boundary  
 Historic Rail Boundary  
 Section Line

201 ROAD PARCEL NUMBER  
 101 INCL. AREA  
 100 ACRES  
 202 PARCEL BUDGET NUMBER  
 PB 34-45 PLAT RECORDING NUMBER  
 5 BLOCK NUMBER  
 6 LOT NUMBER

Scale: 1" = 200' Rev 02/09/2011

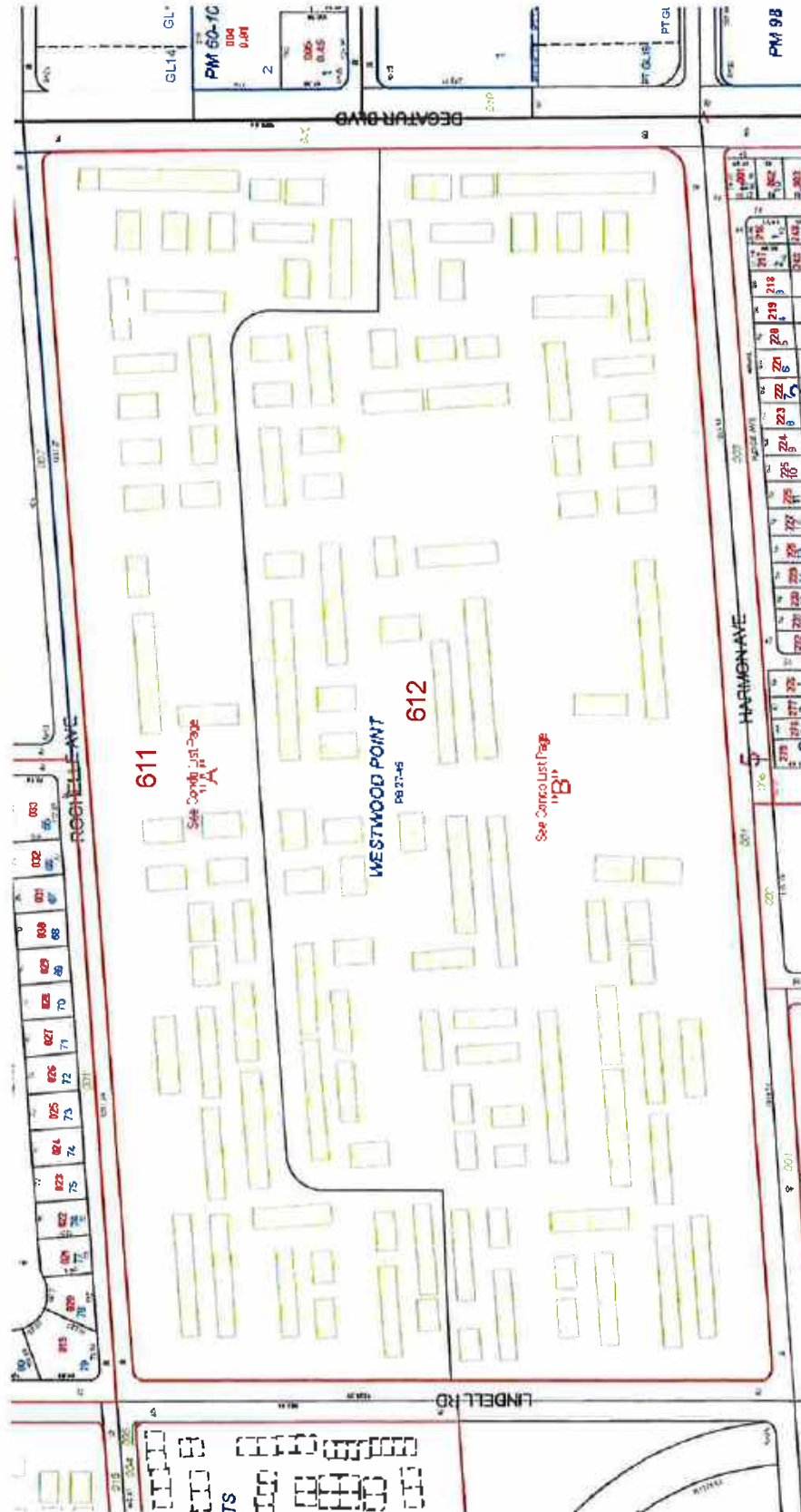
**163-245**

**S 2 NE 4**

**24**

**T21S R80E**

|   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |



TAX DIST 417

**NOTES**

This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data displayed herein. Information on roads and other non-assessed parcels may be obtained from the Road Document, using 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.

**MAP LEGEND**

- Parcel Boundary
- Sub-Boundary
- Field Boundary
- Road Boundary
- Non-Parcelled Line
- Water Boundary
- Historic Boundary
- Section Line

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

**2017 ROAD NUMBER**  
 001 PARCEL NUMBER  
 100 ACRES  
 202 PARCEL SURFACE NUMBER  
 PS 24-45 MAY RECORD NUMBER  
 5 LOT NUMBER  
 000 LOT NUMBER

**Scale: Variable** Rev 01/07/2011

**163-24-6**  
**DETAIL**  
**B4**  
 See List Pages

**S2 NE 4**

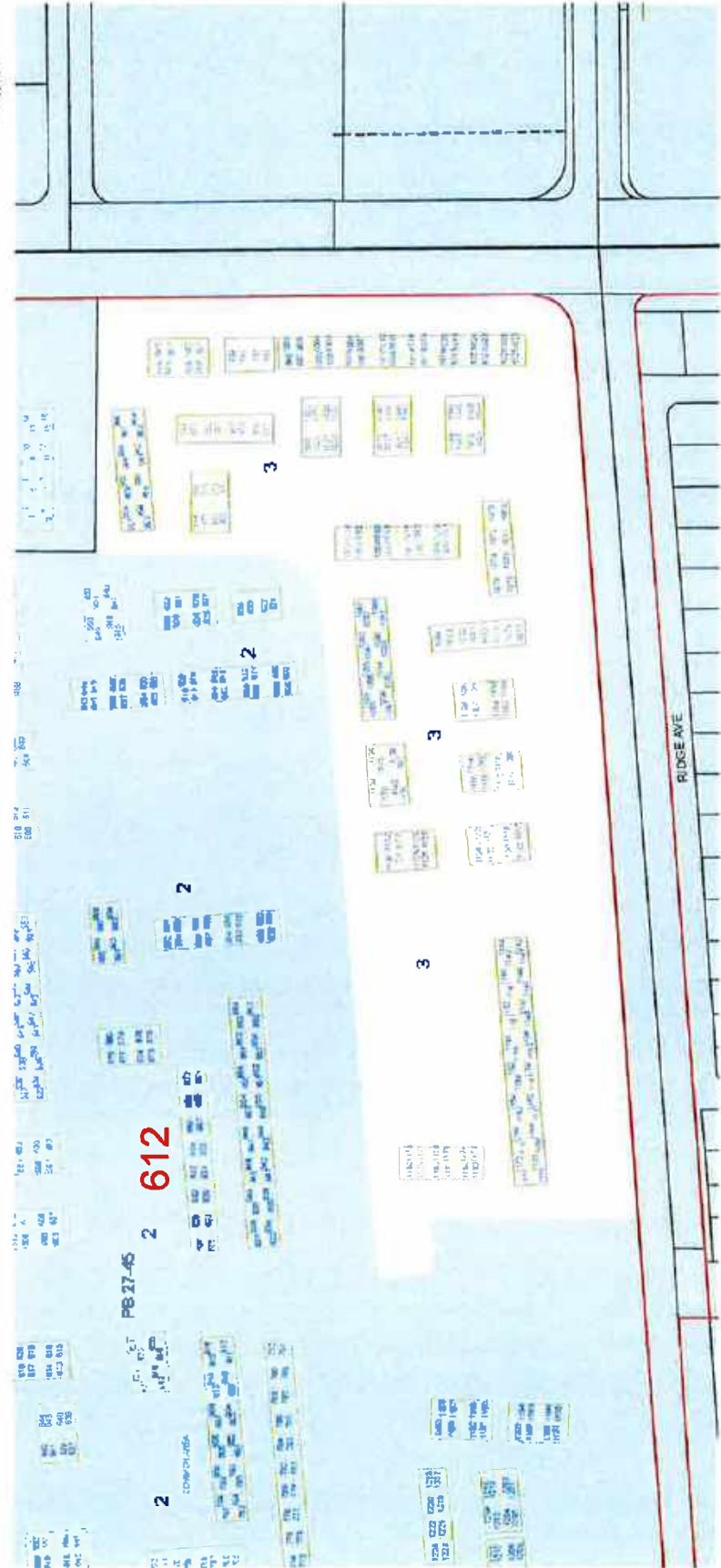
**24**

**T21S R80E**



WESTWOOD POINT

MAP 163-24-612B4 PB 21-45



TAX DIST 417



**NOTES**

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data obtained 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.

DATE: 07-07-2011  
BY: [Signature]

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**MAP LEGEND**

- PARCEL BOUNDARY
- SUB BOUNDARY
- ADJACENT PARCELS
- ROAD SEGMENT
- HISTORIC LOT LINE
- METRIC SUB BOUNDARY
- HISTORIC ROAD RIGHT OF WAY
- SECTION LINE

---

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

| TRACT NUMBER | PARCEL NUMBER | ACREAGE | PROPERTY SURVEY NUMBER | PLAT RECORDING NUMBER | LOT NUMBER | COV. LOT NUMBER |
|--------------|---------------|---------|------------------------|-----------------------|------------|-----------------|
| 1            | 101           | 1.00    | 202                    | PB-2445               | 5          | 5               |

CONDOMINIUM UNIT  
4th SPACE POOL  
RIGHT OF WAY POOL  
SUB-SURFACE POOL

TRAILER BOUNDARY  
HISTORIC LOT LINE  
METRIC SUB BOUNDARY  
HISTORIC ROAD RIGHT OF WAY  
SECTION LINE

Rev. 07/07/2011

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PVALUE(INGRIDN TYPE)
  ... = CTR TO ISAE (PONDING)
  G = CEN TO JNF
  SF = ME PART
  VF = AREA (SLOPE ARC) PARAC

```

**WESTWOOD POINT**

PB 27-45

APM 103-24-612

[illegible]



## Nevada Title Company

2600 North Buffalo, Suite No. 150, Las Vegas, Nevada 89128 (702) 251-5000

Order No.: 17-08-0246-MD

**ATTENTION:**

August 24, 2017

Your No.:

Order No.: 17-08-0246-MD / Michele Dobar

Dated as of April 13, 2015 at 7:30am

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

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

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

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

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

*Wendy McMillan*

Title Officer: Wendy McMillan

JA001070

Order No.: 17-08-0246-MD

**SCHEDULE A**

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

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

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

**Fee Simple**

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

**Lori Marks, subject to Exceptions 21, 22 and 23**

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

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

Address: 6576 Shining Sand Avenue, Las Vegas, NV 89142

JA001071

Order No.: 17-08-0246-MD

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

LOT 72 IN BLOCK 1 OF SAHARA SUNRISE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 91 OF PLATS,  
PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER CLARK COUNTY, NEVADA.

JA001072

Order No.: 17-08-0246-MD

### **SCHEDULE B**

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

1. State and County Taxes for the fiscal period of 2017 to 2018, a lien now due and payable in the total amount of \$1,871.19, and payable in the following installments and becomes delinquent 10 days after the due date set forth below.  
  
First installment of \$1,144.20 unpaid and due the third Monday in August  
  
Second installment of \$242.33 unpaid and due the first Monday in October  
  
Third installment of \$242.33 unpaid and due the first Monday in January  
  
Fourth installment of \$242.33 unpaid and due the first Monday in March  
  
Parcel No. 161-10-511-072
2. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.
3. The herein described property lies within the boundaries of CLARK COUNTY WATER RECLAMATION DISTRICT and may be subject to all assessments and obligation thereof.
4. Mineral rights, reservations, easements and exclusions in the patent conveying said land.
5. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COUNTY OF CLARK, for perpetual avigation, recorded January 28, 2000, in Book 20000128 as Document No. 002557 of Official Records.
6. Covenants, Conditions and Restrictions: In the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law as contained in the Declaration of Restrictions recorded March 22, 2000 in Book No. 20000322 as Document No. 001122 of Official Record.  
  
The right to levy certain charges or assessments against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions, and is conferred upon SAHARA SUNRISE HOMEOWNERS ASSOCIATION, including any unpaid delinquent assessment as provided therein.  
  
The lien of assessments for dues, maintenance and nuisance-abatement charges by any common interest community pursuant to any applicable Covenants, Conditions or Restrictions that have a superiority pursuant to NRS § 116.3116.  
  
The provisions of the above stated Covenants, Conditions and Restrictions were purportedly annexed to include the herein described land by an instrument recorded August 1, 2001 in Book 20010801 as Document No. 0003623 of Official Records.

**Please reference said document(s) for full particulars.**

JA001073

Order No.: 17-08-0246-MD

7. Dedications and Easements as shown on the recorded Map referred to herein, on file in Book 91 of Plats, Page 12, of Official Records.

The above MAP has been amended by CERTIFICATE OF AMENDMENT Recorded on January 29, 2003 in Book 20030129 as Document No. 003184 of Official Records.

The above MAP has been amended by CERTIFICATE OF AMENDMENT Recorded on January 29, 2003 in Book 20030129 as Document No. 003186 of Official Records.

8. Deed of Trust to secure an indebtedness of \$126,875.00 and any other amounts payable under the terms thereof:  
Recorded: September 10, 2001 in Book 20010910 Document No. 01560 of Official Records.  
Dated: September 1, 2001  
Trustor: Lori Marks, a married woman as her sole and separate property  
Trustee: United Title of Nevada  
Beneficiary: Hillsborough Corporation

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

The beneficial interest under said Deed of Trust now stands of record in Bank of America. The last Assignment recorded October 11, 2013 in Book 20131011 as Document No. 0000894 of Official Records.

9. A Declaration of Homestead recorded by Lori Marks recorded February 13, 2004 in Book 20040213 as Document No. 01381 of Official Records.
10. A claim of lien by REPUBLIC SILVER STATE DISPOSAL INC. DBA REPUBLIC SERVICES against Lori Marks, for disposal services, amount claimed \$95.16, recorded April 23, 2010 in Book 20100423 as Document No. 0000380 of Official Records.  
Account No.: 23-79366-3
11. A claim of lien by REPUBLIC SILVER STATE DISPOSAL INC. DBA REPUBLIC SERVICES against Lori Marks, for disposal services, amount claimed \$85.14, recorded April 21, 2011 in Book 20110421 as Document No. 0000518 of Official Records.  
Account No.: 620-2379366
12. A claim of lien by REPUBLIC SILVER STATE DISPOSAL INC. DBA REPUBLIC SERVICES against Lori Marks, for disposal services, amount claimed \$124.47, recorded June 8, 2011 in Book 20110608 as Document No. 00004022 of Official Records.  
Account No.: 620-2379366
13. A claim of lien by REPUBLIC SILVER STATE DISPOSAL INC. DBA REPUBLIC SERVICES against Lori Marks, for disposal services, amount claimed \$374.67, recorded January 11, 2013 in Book 20130111 as Document No. 0000256 of Official Records.  
Account No.: 620-171450

JA001074

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14. Deed of Trust to secure an indebtedness of \$5,000,000.00 and any other amounts payable under the terms thereof:

Recorded: May 29, 2014 in Book 20140529 Document No. 0001342 of Official Records,  
Dated: May 27, 2014  
Trustor: FIRST 100, LLC  
Trustee: First American Title Company  
Beneficiary: Omni Financial, LLC

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

15. Deed of Trust to secure an indebtedness of \$750,000.00 and any other amounts payable under the terms thereof:

Recorded: June 16, 2014 in Book 20140616 Document No. 0001764 of Official Records.  
Dated: June 10, 2014  
Trustor: First 100, LLC, a Nevada limited liability company  
Trustee: Nevada Title Company  
Beneficiary: Colgan Financial Group, Inc.

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

The effect of a Reconveyance recorded April 10, 2015 in Book 20150410 as Document No. 0000812 of Official Records.

Note: Said Reconveyance does not set out the Deed of Trust being reconveyed and is not executed by the Trustee

The effect of an instrument entitled, Reconveyance, executed by James Coyne, dated January 28, 2015, Recorded April 10, 2015 in Book 20150410 as Document No. 0000812 of Official Records.

16. A claim of lien by REPUBLIC SILVER STATE DISPOSAL INC. DBA REPUBLIC SERVICES against First 100 LLC, for disposal services, amount claimed \$431.96, recorded June 23, 2014 in Book 20140623 as Document No. 0001465 of Official Records.  
Account No.: 620-171450

17. A lien due the United States of America for an amount hereinafter set out and any other amounts due thereunder;

Debtor: First 100 LLC, Carlos Cardenas MBR  
Amount: \$175,232.78  
Identifying No.: XXX-XX-121132414  
Recorded: September 29, 2014 in Book 20140929 as Document No. 0001860 Official Records.

18. A lien due the United States of America for an amount hereinafter set out and any other amounts due thereunder;

Debtor: First 100 LLC  
Amount: \$141,759.26  
Identifying No.: XXX-XX-121278914  
Recorded: October 3, 2014 in Book 20141003 as Document No. 0000340 Official Records.

JA001075

Order No.: 17-08-0246-MD

19. A claim of lien by REPUBLIC SILVER STATE DISPOSAL INC. DBA REPUBLIC SERVICES against First 100 LLC, for disposal services, amount claimed \$251.04, recorded January 2, 2015 in Book 20150102 as Document No. 0001042 of Official Records.  
Account No.: 620-391342
20. A lien due the United States of America for an amount hereinafter set out and any other amounts due thereunder;  
Debtor: First 100 LLC  
Amount: \$156,256.04  
Identifying No.: XXX-XX-146929715  
Recorded: March 20, 2015 in Book 20150320 as Document No. 0000629 Official Records.
21. The effect of an instrument entitled, Trustee's Deed Upon Sale, executed by Absolute Collection Services, LLC to Sahara Sunrise HOA, dated September 14, 2011, Recorded September 14, 2011 in Book 20110914 as Document No. 0001783 of Official Records.

NOTE: HOA Foreclosure and Uninsured Deed

22. The effect of an instrument entitled, Quitclaim Deed, executed by Sahara Sunrise HOA, c/o Camco to First 100 LLC, dated March 18, 2014, Recorded March 18, 2014 in Book 20140318 as Document No. 0002205 of Official Records.

NOTE: HOA foreclosure and uninsured deed

23. The effect of an instrument entitled, Deed of Sale, executed by First 100, LLC to Kal-Mor-USA, LLC, dated Not Set Out, Recorded April 13, 2015 in Book 20150413 as Document No. 0002986 of Official Records.

NOTE: Uninsured Deed

24. Water rights, claims or title to water, whether or not shown by the public records.
25. Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.
26. NOTE: Should an inspection of the real property disclose any work of improvement in progress, this Company may be unwilling to provide mechanic's lien coverage.
27. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
28. Any Claim of Lien for labor and/or materials that may be filed against said land by reason of work or improvement thereon, as may be disclosed by an inspection of said premises
29. REQUIREMENT: In the event this file converts to a request for title insurance, please advise the Title Department at least one week prior to close of the transaction.

We reserve the right to make additional exceptions and/or requirements.

JA001076



Order No.: 17-08-0246-MD

30. NOTE: This report is a preliminary investigation only of the property contained herein. This is not an abstract, it is a report derived from our review of various documents of record. No reliance should be placed on the contents hereof without first obtaining the approval of an Officer of the Company.

JA001077

Order No.: 17-08-0246-MD

## **SCHEDULE C**

### **Privacy Policy Notice**

#### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. We have also adopted broader guidelines that govern our use of personal information regardless of its source.

#### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, on forms and in other communications;
- Information about your transactions we secure from our files, or from our affiliates, or others;
- Information we receive from a consumer reporting agency; and
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

#### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



Nevada Title Company

JA001078

Order No.: 17-08-0246-MD

2500 North Buffalo, Suite No. 150, Las Vegas, Nevada 89128 (702) 251-5000

Dear Valued Customer,

As your business is very valuable to us, so is your security.

The Real Estate community has recently seen an alarming increase in Cyber and Social Engineering scams. Social Engineering is an attack used by the computer hacking and fraud community to falsify and counterfeit documents that the consumer would normally use. They do this by creating e-mails that look very much like they are being sent by a legitimate company. Even the content can look legitimate and will not necessarily have a virus or strange pop-ups in the email. The key objective is ALWAYS to gather the consumer's personal information or to convince well-meaning people to conduct business as usual with the requested changes from the fraudulent email. Once they have this information, they can re-sell it or use it to commit fraud or other illegal acts. These new forms of cyber-attacks are a real threat and will be with us for the foreseeable future. Understanding this threat has never been more important.

The simplest way to protect yourself from any cyber-attack is to avoid clicking on any unexpected link in an e-mail message or performing anything requested without verifying. Do not reply to e-mails soliciting personal information. Do not assume the validity of wire transfer instructions or other documents requesting personal information without checking with your escrow officer first via a phone call.

Given the above facts, all Emails containing sensitive, transaction specific or client specific documentation and communications are being sent Encrypted. We understand that this creates additional work for the recipient, but this is absolutely necessary to protect the privacy expected and deserved in your real estate transaction. If you have trouble opening our encrypted emails please let us know, as our IT Department is here and willing to assist in any manner needed.

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Order No.: 17-08-0246-MD

**EXHIBIT 1 (REV. 8/17/06)**  
**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY-1990**  
**EXCLUSIONS FROM COVERAGE**

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

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

**EXCEPTIONS FROM COVERAGE-SCHEDULE B, PART I**

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

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

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

**EXCLUSIONS**

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

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

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**E. LAND DIVISION****F. ENVIRONMENTAL PROTECTION**

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS IF NOTICE OF THE VIOLATION OR ENFORCEMENT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 14, 15, 16, 17 OR 24.

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

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

**LIMITATIONS ON COVERED RISKS**

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

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

**AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6/1/87)****EXCLUSIONS**

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

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

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

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

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

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**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/02) WITH ALTA ENDORSEMENT-FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

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

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

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

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

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

1. (A) ANY LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION (INCLUDING THOSE RELATING TO BUILDING AND ZONING) RESTRICTING, REGULATING, PROHIBITING, OR RELATING TO
  - (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND
  - (II) THE CHARACTER, DIMENSIONS, OR LOCATION OF ANY IMPROVEMENT ERECTED ON THE LAND
  - (III) THE SUBDIVISION OF LAND; OR

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

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

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

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

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

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

**EXCLUSIONS FROM COVERAGE**

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

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

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/04)**

**EXCLUSIONS FROM COVERAGE**

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

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (ii) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERCTED ON THE LAND; (iii) A SEPARATION IN OWNERSHIP OR A CHARGE IN THE DIMENSIONS OR AREAS OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (iv) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT'S NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 12, 13, 14, AND 16 OF THIS POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 12, 13, 14, AND 16.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
  - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT
  - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
  - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
  - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY ( THIS PARAGRAPH DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 8,16, 18, 19,20, 21,22, 23, 24, 25 AND 26); OR
  - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.

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Order No.: 17-08-0246-MD

4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED ON USURY, EXCEPT AS PROVIDED IN COVERED RISK 27, OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. REAL PROPERTY TAXES OR ASSESSMENTS OF ANY GOVERNMENTAL AUTHORITY WHICH BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVER RISKS 7, 8(E) AND 26.
7. ANY CLAIM OF INVALIDITY, UNENFORCEABILITY OR LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO ADVANCES OR MODIFICATIONS MADE AFTER THE INSURED HAS KNOWLEDGE THAT THE VESTEE SHOWN IN SCHEDULE A IS NO LONGER THE OWNER OF THE ESTATE OR INTEREST COVERED BY THIS POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
8. LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO EACH AND EVERY ADVANCE MADE AFTER DATE OF POLICY, AND ALL INTEREST CHARGED THEREON, OVER LIENS, ENCUMBRANCES AND OTHER MATTERS AFFECTING THE TITLE. THE EXISTENCE OF WHICH ARE KNOWN TO THE INSURED AT:
  - (A) THE TIME OF THE ADVANCE, OR
  - (B) THE TIME A MODIFICATION IS MADE TO THE TERMS OF THE INSURED MORTGAGE WHICH CHANGES THE RATE OF INTEREST CHARGED IF THE RATE OF INTEREST IS GREATER AS A RESULT OF THE MODIFICATION THAN IT WOULD HAVE BEEN BEFORE THE MODIFICATION. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
9. THE FAILURE OF THE RESIDENTIAL STRUCTURE, OR ANY PORTION THEREOF TO HAVE BEEN CONSTRUCTED BEFORE, ON OR AFTER DATE OF POLICY IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.

JA001085

**ASSESSOR'S PARCELS - CLARK CO., NV.**  
**Michelle W. Shale - Assessor**

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

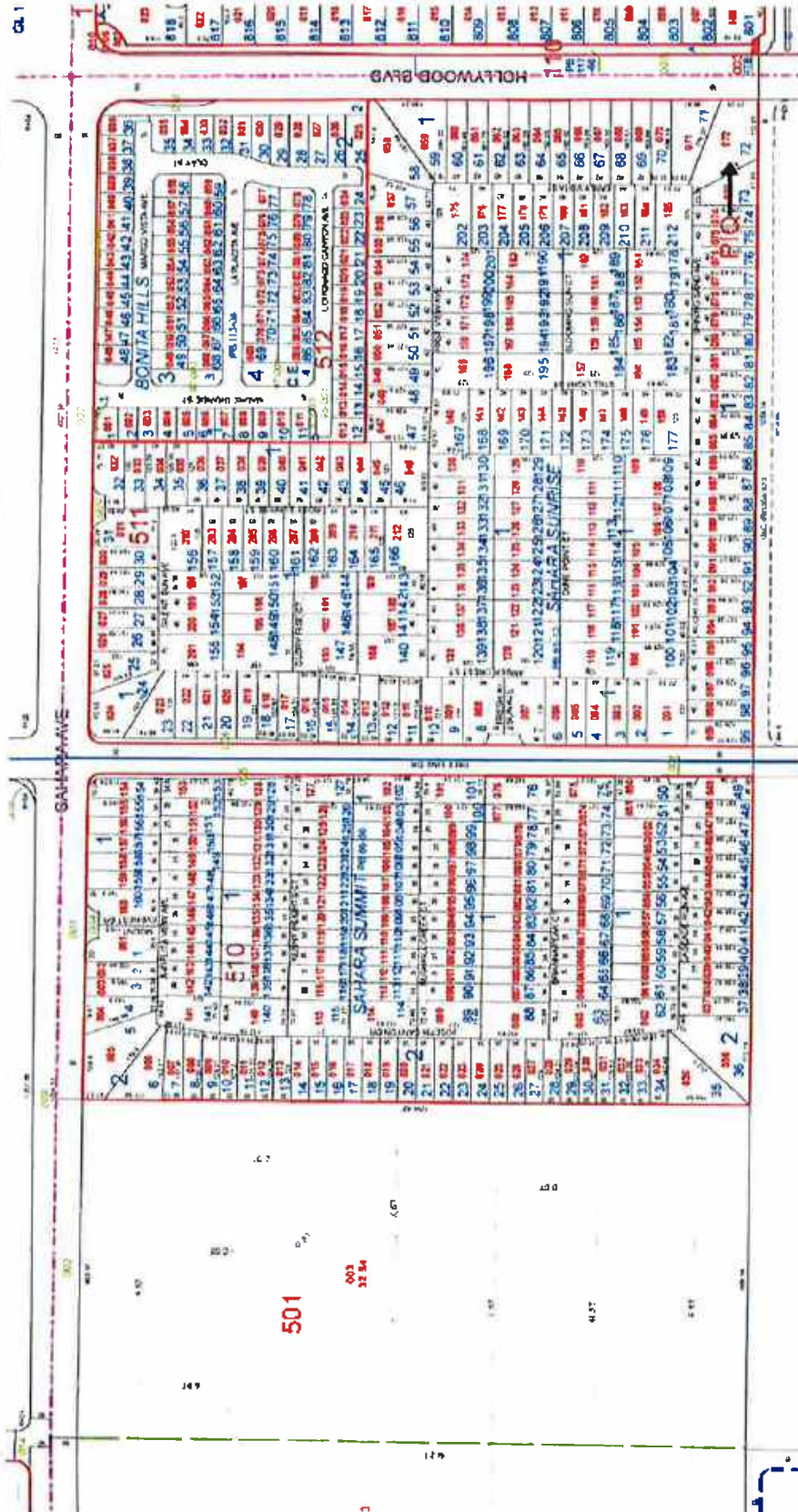
**MAP LEGEND**

☐ PARCEL BOUNDARY  
☐ SUBDIVISION BOUNDARY  
☐ ROAD EASEMENT  
☐ MATCH LINE  
☐ HISTORIC SUB BOUNDARY  
☐ HISTORIC ROAD BOUNDARY  
☐ SECTION LINE

☐ AIRSPACE POL.  
☐ RIGHT OF WAY POL.  
☐ SUBSURFACE POL.

2017 ROAD PARCEL NUMBER  
 2017 PARCEL NUMBER  
 2017 ADDRESS  
 2017 PARCEL SURFACED POL.  
 2017 PLAT RECORDING NUMBER  
 2017 LOT NUMBER

161-10-5  
 N 2 NE 4  
 10  
 T2S R62E  
 Scale: 1" = 200' Rev: 02/08/2011



TAX DIST 340



## Nevada Title Company

2500 North Buffalo, Suite No. 150, Las Vegas, Nevada 89128 (702) 251-6000

Order No.: 17-08-0747-MD

ATTENTION:

August 28, 2017

Your No.:

Order No.: 17-08-0747-MD / Michele Dobar

Dated as of April 9, 2015 at 7:30am

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

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

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

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

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

*WMC-McMillan*

Title Officer: Wendy McMillan

JA001087

Order No.: 17-08-0747-MD

**SCHEDULE A**

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

- ☒ California Land Title/American Land Title Association Homeowners Policy/American Land Title Association-Standard-Owners Policy PROPOSED INSURED in the amount of \$0.00, Premium Amount \$0.00
- ☐ American Land Title Association Lender's Policy 2006
- ☐ American Land Title Association Owners Policy 2006
- ☐ California Land Title Association Standard Owner's/Lenders

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

**Fee Simple**

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

**Manuel Martinez-Quintana, an unmarried man, subject to Exceptions 21 and 22**

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

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

Address: 1217 Neva Ranch Avenue, North Las Vegas, NV 89031

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Order No.: 17-08-0747-MD

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

Lot 29, Block 1 of Jaycox Unit 1, as shown by map thereof on file in Book 115 of Plate, Page 17, in the office of the county recorder of Clark County, Nevada

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Order No.: 17-08-0747-MD

### SCHEDULE B

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.
7. State and County Taxes for the fiscal period of 2017 to 2018, a lien now due and payable in the total amount of \$1,154.88, and payable in the following installments and becomes delinquent 10 days after the due date set forth below.

First installment of \$384.96 unpaid and due the third Monday in August

Second installment of \$385.96 unpaid and due the first Monday in October

Third installment of \$385.35 unpaid and due the first Monday in January

Fourth installment of \$385.35 unpaid and due the first Monday in March

Parcel No. 124-26-311-029

8. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.
9. Reservations and Easements in the patent from the United States of America, recorded August 9, 1955, in Book 64 as Document No. 54134, of Official Records.
10. Covenants, conditions and restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law recorded February 25, 2004 in Book No. 20040225 as Document No. 03786 of Official Records.

The right to levy certain charges or assessments against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions, and is conferred upon CREEKSIDE II HOMEOWNERS ASSOCIATION, including any unpaid delinquent assessment as provided therein.

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The lien of assessments for dues, maintenance and nuisance-abatement charges by any common interest community pursuant to any applicable Covenants, Conditions or Restrictions that have a superiority pursuant to NRS § 116.3116.

The provisions of the above stated Covenants, Conditions and Restrictions were purportedly annexed to include the herein described land by an instrument recorded September 30, 2004 in Book 20040930 as Document No. 02217 of Official Records.

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded September 16, 2005 in Book 20050916 as Document No. 00965, of Official Records.

**Please reference said document(s) for full particulars.**

11. Dedications and easements as shown on the recorded map, on file in Book 115 of Plats, Page 17, of Official Records.

The above MAP has been amended by instrument recorded March 5, 2004 in Book 20040305 as Document No. 00949 of Official Records.

12. Deed of Trust to secure an indebtedness of \$324,000.00 and any other amounts payable under the terms thereof:

Recorded: February 8, 2007 in Book 20070208 Document No. 0000643 of Official Records.

Dated: January 29, 2007

Trustor: Manuel Martinez-Quintana

Trustee: Lawyers Title of Nevada

Beneficiary: First Magnus Financial Corporation

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

A substitution of trustee under said deed of trust which appoints Quality Loan Service as the substituted trustee which instrument recorded September 10, 2012 in Book 20120910 of Official Records as Document No. 0000462

Notice of Default and Election to Sell by Quality Loan Service as Trustee, under the terms of the above Deed of Trust, recorded February 8, 2013, in Book 20130208 as Document No. 0001485 of Official Records.

Terms, covenants, conditions and provisions in an instrument entitled, "CERTIFICATE STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM", recorded May 3, 2013, in Book 20130503 as Document No. 0000294, of Official Records.

The effect of a Notice of Trustee Sale Recorded May 23, 2013 in Book 20130523 as Document No. 0002024, which provides that the scheduled foreclosure sale will be conducted on June 7, 2013 at the front entrance of the Nevada Legal News 930 S. 4th St., Las Vegas Nevada 89101.

The beneficial interest under said Deed of Trust now stands of record in Deutsche Bank National Trust Company Americas . The last Assignment recorded December 21, 2015 in Book 20151221 as Document No. 0001182 of Official Records.

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13. Deed of Trust to secure an indebtedness of \$40,500.00 and any other amounts payable under the terms thereof:  
Recorded: February 8, 2007 in Book 20070206 Document No. 0000644 of Official Records.  
Dated: January 29, 2007  
Trustor: Manuel Martinez-Quintana  
Trustee: Lawyer Title of Nevada  
Beneficiary: First Magnus Financial

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

The beneficial interest under the hereinabove stated Deed of Trust was assigned to U.S. Bank National Association by Assignment recorded June 11, 2012, in Book 20120611 as Document No. 0002665, of Official Records.

14. An action commenced in the District Court, dated May 28, 2013, Case No. A-13-682128-C, for the purpose of, "title interest", Manuel Martinez -vs- First 100, LLC; Etal

Notice of Pendency of said Action was recorded May 31, 2013 in Book 20130531 as Document No. 0002830 of Official Records.

15. A claim of lien by RED ROCK FINANCIAL SERVICES for the benefit of CREEKSIDE II HOMEOWNERS ASSOCIATION against First 100, LLC for Delinquent Association Dues, amount claimed 1,695.51, recorded May 6, 2014 in Book 20140506 as Document No. 0002532 of Official Records

Notice of Default under the terms of the Covenants, Conditions, and Restrictions above-mentioned executed by RED ROCK FINANCIAL SERVICES, as agent Trustee for CREEKSIDE III HOMEOWNERS ASSOCIATION, recorded July 11, 2014 in Book 20140711 as Document No. 0001000 of Official Records.

Request of Notice of Default recorded January 23, 2015, in Book 20150123 as Document No.0001861, of Official Records, wherein Nationstar Mortgage, LLC, requests that any Notice of Default under the above Deed of Trust be mailed to them a c/o 5 Arch Code Compliance, LLC, P.O Box 7338, Newport Beach, CA 92658..

16. Deed of Trust to secure an indebtedness of \$5,000,000.00 and any other amounts payable under the terms thereof:  
Recorded: May 29, 2014 in Book 20140529 Document No. 0001342 of Official Records.  
Dated: May 27, 2014  
Trustor: First 100, LLC  
Trustee: First American Title Company  
Beneficiary: Omni Financial, LLC

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.



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17. Deed of Trust to secure an indebtedness of \$750,000.00 and any other amounts payable under the terms thereof:  
Recorded: June 16, 2014 in Book 20140616 Document No. 0001772 of Official Records.  
Dated: June 10, 2014  
Trustor: First 100, LLC, a Nevada limited liability company  
Trustee: Nevada Title Company  
Beneficiary: Colgan Financial Group, Inc.

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

The effect of an instrument entitled, Reconveyance, executed by James Coyne, dated January 28, 2015, Recorded April 7, 2015 in Book 20150407 as Document No. 0001579 of Official Records.

18. A lien due the United States of America for an amount hereinafter set out and any other amounts due thereunder;  
Debtor: First 100 LLC, Carlos Cardenas MBR  
Amount: \$175,232.78  
Identifying No.: XXX-XX-121132414  
Recorded: September 29, 2014 in Book 20140929 as Document No. 0001860 Official Records.
19. A lien due the United States of America for an amount hereinafter set out and any other amounts due thereunder;  
Debtor: First 100 LLC, Carlos Cardenas MBR  
Amount: \$141,759.26  
Identifying No.: XXX-XX-121278914  
Recorded: October 3, 2014 in Book 20141003 as Document No. 0000340 Official Records.
20. A lien due the United States of America for an amount hereinafter set out and any other amounts due thereunder;  
Debtor: First 100 LLC  
Amount: \$156,258.04  
Identifying No.: XXX-XX-146929715  
Recorded: March 20, 2015 in Book 20150320 as Document No. 0000629 Official Records.
21. The effect of an instrument entitled, Foreclosure Deed upon sale, executed by Creekside III Homeowners Association to First 100, LLC, dated May 4, 2013, Recorded May 7, 2013 in Book 20130507 as Document No. 0003557 of Official Records.

NOTE: Said Deed is an HOA foreclosure deed and uninsured

22. The effect of an instrument entitled, Deed of Sale, executed by First 100, LLC to KAL-MOR-USA, LLC, dated , Recorded April 9, 2015 in Book 20150409 as Document No. 0000740 of Official Records.

NOTE: Said Deed is uninsured

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Order No.: 17-08-0747-MO

23. Judgments, liens or other matters involving persons whose names are similar to those mentioned hereafter. Such exceptions will be added to this Preliminary Report when the identity of each of those persons mentioned has been established by a Statement of Information.

**Manuel Martinez-Quintana**

Please provide the above Statement of Information to the title department at least one week prior to the close of escrow so that we may complete this report. Additional requirements may be made at that time.

24. Water rights, claims or title to water, whether or not shown by the public records.
25. Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.
26. NOTE: Should an inspection of the real property disclose any work of improvement in progress, this Company may be unwilling to provide mechanic's lien coverage.
27. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
28. Any Claim of Lien for labor and/or materials that may be filed against said land by reason of work or improvement thereon, as may be disclosed by an inspection of said premises
29. REQUIREMENT: In the event this file converts to a request for title insurance, please advise the Title Department at least one week prior to close of the transaction.

We reserve the right to make additional exceptions and/or requirements.

30. NOTE: This report is a preliminary investigation only of the property contained herein. This is not an abstract, it is a report derived from our review of various documents of record. No reliance should be placed on the contents hereof without first obtaining the approval of an Officer of the Company.

JA001094

Order No.: 17-08-0747-MD

## **SCHEDULE C**

### **Privacy Policy Notice**

#### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. We have also adopted broader guidelines that govern our use of personal information regardless of its source.

#### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, on forms and in other communications;
- Information about your transactions we secure from our files, or from our affiliates, or others;
- Information we receive from a consumer reporting agency; and
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

#### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



**Nevada Title Company**

JA001095

Order No.: 17-08-0747-MD

2500 North Buffalo, Suite No. 150, Las Vegas, Nevada 89128 (702) 251-5000

Dear Valued Customer,

As your business is very valuable to us, so is your security.

The Real Estate community has recently seen an alarming increase in Cyber and Social Engineering scams. Social Engineering is an attack used by the computer hacking and fraud community to falsify and counterfeit documents that the consumer would normally use. They do this by creating e-mails that look very much like they are being sent by a legitimate company. Even the content can look legitimate and will not necessarily have a virus or strange pop-ups in the email. The key objective is ALWAYS to gather the consumer's personal information or to convince well-meaning people to conduct business as usual with the requested changes from the fraudulent email. Once they have this information, they can re-sell it or use it to commit fraud or other illegal acts. These new forms of cyber-attacks are a real threat and will be with us for the foreseeable future. Understanding this threat has never been more important.

The simplest way to protect yourself from any cyber-attack is to avoid clicking on any unexpected link in an e-mail message or performing anything requested without verifying. Do not reply to e-mails soliciting personal information. Do not assume the validity of wire transfer instructions or other documents requesting personal information without checking with your escrow officer first via a phone call.

Given the above facts, all Emails containing sensitive, transaction specific or client specific documentation and communications are being sent Encrypted. We understand that this creates additional work for the recipient, but this is absolutely necessary to protect the privacy expected and deserved in your real estate transaction. If you have trouble opening our encrypted emails please let us know, as our IT Department is here and willing to assist in any manner needed.

JA001096

Order No.: 17-08-0747-MD

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

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

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

**EXCEPTIONS FROM COVERAGE-SCHEDULE B, PART I**

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

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

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

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

**EXCLUSIONS**

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

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

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

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:  
- LAND USE  
- IMPROVEMENTS ON THE LAND  
- LAND DIVISION  
- ENVIRONMENTAL PROTECTION  
THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.  
THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.
2. THE RIGHT TO TAKE THE LAND BY CONDEMNING IT, UNLESS:  
- A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE  
- THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING
3. TITLE RISKS:  
- THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU  
- THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE- UNLESS THEY APPEARED IN THE PUBLIC RECORDS  
- THAT RESULT IN NO LOSS TO YOU  
- THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS
4. FAILURE TO PAY VALUE FOR YOUR TITLE.  
5. LACK OF A RIGHT:  
- TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A  
OR  
- IN STREETS, ALLEYS OR WATERWAYS THAT TOUCH YOUR LAND.  
THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 5 OF COVERED TITLE RISKS.

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

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

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

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

**2008 ALTA LOAN POLICY (6/17/08)  
EXCLUSIONS FROM COVERAGE**

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

1. (A) ANY LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION (INCLUDING THOSE RELATING TO BUILDING AND ZONING) RESTRICTING, REGULATING, PROHIBITING, OR RELATING TO
  - (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND
  - (ii) THE CHARACTER, DIMENSIONS, OR LOCATION OF ANY IMPROVEMENT ERECTED ON THE LAND
  - (iii) THE SUBDIVISION OF LAND; OR

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

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

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

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

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

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

**EXCLUSIONS FROM COVERAGE**

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

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

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

**EXCLUSIONS FROM COVERAGE**

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

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREAS OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT'S NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 12, 13, 14, AND 16 OF THIS POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 12, 13, 14, AND 16.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
  - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT
  - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
  - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
  - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY ( THIS PARAGRAPH DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 8, 16, 18, 19, 20, 21, 22, 23, 24, 26 AND 26); OR
  - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.

JA001101

Order No.: 17-08-0747-MD

4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED ON USURY, EXCEPT AS PROVIDED IN COVERED RISK 27, OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. REAL PROPERTY TAXES OR ASSESSMENTS OF ANY GOVERNMENTAL AUTHORITY WHICH BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVER RISKS 7, 8(E) AND 26.
7. ANY CLAIM OF INVALIDITY, UNENFORCEABILITY OR LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO ADVANCES OR MODIFICATIONS MADE AFTER THE INSURED HAS KNOWLEDGE THAT THE VESTEE SHOWN IN SCHEDULE A IS NO LONGER THE OWNER OF THE ESTATE OR INTEREST COVERED BY THIS POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
8. LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO EACH AND EVERY ADVANCE MADE AFTER DATE OF POLICY, AND ALL INTEREST CHARGED THEREON, OVER LIENS, ENCUMBRANCES AND OTHER MATTERS AFFECTING THE TITLE. THE EXISTENCE OF WHICH ARE KNOWN TO THE INSURED AT:
  - (A) THE TIME OF THE ADVANCE, OR
  - (B) THE TIME A MODIFICATION IS MADE TO THE TERMS OF THE INSURED MORTGAGE WHICH CHANGES THE RATE OF INTEREST CHARGED IF THE RATE OF INTEREST IS GREATER AS A RESULT OF THE MODIFICATION THAN IT WOULD HAVE BEEN BEFORE THE MODIFICATION. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
9. THE FAILURE OF THE RESIDENTIAL STRUCTURE, OR ANY PORTION THEREOF TO HAVE BEEN CONSTRUCTED BEFORE, ON OR AFTER DATE OF POLICY IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.

JA001102

**NOTES**

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.

**MAP LEGEND**

|   |                  |
|---|------------------|
| — | 1" = 1" ROAD     |
| — | 2" = 2" ROAD     |
| — | 3" = 3" ROAD     |
| — | 4" = 4" ROAD     |
| — | 5" = 5" ROAD     |
| — | 6" = 6" ROAD     |
| — | 7" = 7" ROAD     |
| — | 8" = 8" ROAD     |
| — | 9" = 9" ROAD     |
| — | 10" = 10" ROAD   |
| — | 11" = 11" ROAD   |
| — | 12" = 12" ROAD   |
| — | 13" = 13" ROAD   |
| — | 14" = 14" ROAD   |
| — | 15" = 15" ROAD   |
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| — | 76" = 76" ROAD   |
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| — | 87" = 87" ROAD   |
| — | 88" = 88" ROAD   |
| — | 89" = 89" ROAD   |
| — | 90" = 90" ROAD   |
| — | 91" = 91" ROAD   |
| — | 92" = 92" ROAD   |
| — | 93" = 93" ROAD   |
| — | 94" = 94" ROAD   |
| — | 95" = 95" ROAD   |
| — | 96" = 96" ROAD   |
| — | 97" = 97" ROAD   |
| — | 98" = 98" ROAD   |
| — | 99" = 99" ROAD   |
| — | 100" = 100" ROAD |



TAX DIST 254

JA001103

EXHIBIT “A-8”

EXHIBIT “A-8”

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

|   |
|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional)  |
| B. E-MAIL CONTACT AT FILER (optional)   |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address)   |
| <div style="border: 1px solid black; padding: 5px;"> <b>MATHEW HOFFMAN</b><br/> <b>GREENBERG TRAUER</b><br/> <b>401 E. LAS OLAS BOULEVARD, SUITE 2000</b><br/> <b>FT. LAUDERDALE, FL 33301</b> </div> |

|  |   |
|--|---|
| Filed in the office of<br><i>Barbara K. Cegavske</i><br>Barbara K. Cegavske<br>Secretary of State<br>State of Nevada | Document Number<br><b>2015004368-5</b>            |
|  | Filing Date and Time<br><b>02/18/2015 4:42 PM</b> |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

|  |                          |                          |                               |                             |
|--|--------------------------|--------------------------|-------------------------------|-----------------------------|
| 1a. ORGANIZATION'S NAME<br><b>FIRST 100, LLC</b>                     |                          |                          |                               |                             |
| OR   | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME      | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX                      |
| 1c. MAILING ADDRESS<br><b>11920 Southern Highlands Pkwy, Ste 200</b> |                          | CITY<br><b>Las Vegas</b> | STATE<br><b>NV</b>            | POSTAL CODE<br><b>89141</b> |
|  |                          |                          | COUNTRY<br><b>USA</b>         |                             |

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

|                         |                          |                     |                               |             |
|-------------------------|--------------------------|---------------------|-------------------------------|-------------|
| 2a. ORGANIZATION'S NAME |                          |                     |                               |             |
| OR                      | 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX      |
| 2c. MAILING ADDRESS     |                          | CITY                | STATE                         | POSTAL CODE |
|                         |                          |                     | COUNTRY                       |             |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

|  |                          |                          |                               |                             |
|--|--------------------------|--------------------------|-------------------------------|-----------------------------|
| 3a. ORGANIZATION'S NAME<br><b>PRENPOINCIANA, LLC</b>   |                          |                          |                               |                             |
| OR   | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME      | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX                      |
| 3c. MAILING ADDRESS<br><b>c/o Prentice Capital Management, LP</b><br><b>100 West Putnam Avenue, Slag House</b> |                          | CITY<br><b>Greenwich</b> | STATE<br><b>CT</b>            | POSTAL CODE<br><b>06830</b> |
|  |                          |                          | COUNTRY<br><b>USA</b>         |                             |

4. COLLATERAL: This financing statement covers the following collateral:

**Beneficial interest in the delinquent assessment account receivables and/or liens acquired by Debtor from the Association of Poinciana Villages and all proceeds, property and consideration arising therefrom or related thereto (including proceeds arising from (i) the sale of such delinquent assessment account receivables and/or liens, (ii) the collection of such delinquent assessment account receivables and (iii) the sale, rental or lease of any properties secured by such liens)**

|   |  |
|---|--|
| 5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative     |  |
| 6a. Check <u>only</u> if applicable and check <u>only</u> one box:<br><input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured Home Transaction <input type="checkbox"/> A Debtor is a Transmuting Utility             |  |
| 6b. Check <u>only</u> if applicable and check <u>only</u> one box:<br><input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing  |  |
| 7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessor/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Bailor <input type="checkbox"/> Licensee/Licensee |  |
| 8. OPTIONAL FILER REFERENCE DATA:   |  |

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

International Association of Commercial Administrators (IACA)

JA001105

04300

EXHIBIT “A-9”

EXHIBIT “A-9”



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

|   |  |
|---|--|
| <b>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</b><br>BOB PETERSON 7023141905  |  |
| <b>B. E-MAIL CONTACT AT FILER (optional)</b><br>BPETERSON@WEILDRAGE.COM   |  |
| <b>C. SEND ACKNOWLEDGMENT TO: (Name and Address)</b><br><br>BOB PETERSON<br>WEIL & DRAGE, APC<br>2500 ANTHEM VILLAGE DR.<br>HENDERSON, NV 89052 |  |

|  |   |
|--|---|
| Filed in the office of<br><i>Barbara K. Cegavske</i><br>Barbara K. Cegavske<br>Secretary of State<br>State of Nevada | Document Number<br><b>2015012644-1</b>            |
|  | Filing Date and Time<br><b>05/13/2015 2:37 PM</b> |
|  |   |

**THIS DOCUMENT WAS FILED ELECTRONICALLY**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC-1Ad)

|  |                          |                     |                               |                      |
|--|--------------------------|---------------------|-------------------------------|----------------------|
| 1a. ORGANIZATION'S NAME<br>FIRST 100, LLC            |                          |                     |                               |                      |
| OR   | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX               |
| 1c. MAILING ADDRESS<br>11920 SOUTHERN HIGHLANDS PKWY |                          | CITY<br>LAS VEGAS   | STATE<br>NV                   | POSTAL CODE<br>89141 |

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC-1Ad)

|   |                          |                     |                               |                      |
|---|--------------------------|---------------------|-------------------------------|----------------------|
| 2a. ORGANIZATION'S NAME<br>1ST ONE HUNDRED HOLDINGS LLC |                          |                     |                               |                      |
| OR  | 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX               |
| 2c. MAILING ADDRESS<br>11920 SOUTHERN HIGHLANDS PKWY    |                          | CITY<br>LAS VEGAS   | STATE<br>NV                   | POSTAL CODE<br>89141 |

3. **SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY):** Provide only one Secured Party name (3a or 3b)

|  |                                     |                             |                               |                      |
|--|-------------------------------------|-----------------------------|-------------------------------|----------------------|
| 3a. ORGANIZATION'S NAME  |                                     |                             |                               |                      |
| OR   | 3b. INDIVIDUAL'S SURNAME<br>DANROCH | FIRST PERSONAL NAME<br>GREG | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX               |
| 3c. MAILING ADDRESS<br>C/O WEIL & DRAGE, APC 2500 ANTHEM VILLAGE DR. |                                     | CITY<br>HENDERSON           | STATE<br>NV                   | POSTAL CODE<br>89052 |

4. **COLLATERAL:** This financing statement covers the following collateral:

ALL BORROWER'S PRESENT AND FUTURE RIGHT, TITLE AND INTEREST IN AND TO ACCOUNTS, DOCUMENTS, DEPOSIT ACCOUNTS, GENERAL INTANGIBLES, INSTRUMENTS, PAYMENT INTANGIBLES AND SUPPORTING OBLIGATIONS RELATED TO PROCEEDS FROM THE COLLECTION OF POINTANA HOMEOWNERS ASSOCIATION, AND TO THE EXTENT NOT OTHERWISE INCLUDED, ALL ACCESSIONS, PRODUCTS AND PROCEEDS OF THE FOREGOING.

|  |  |
|--|--|
| 5. Check only if applicable and check <u>only one</u> box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative           |  |
| 6a. Check only if applicable and check <u>only one</u> box:<br><input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor Is a Transmitting Utility                  |  |
| 6b. Check only if applicable and check <u>only one</u> box:<br><input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing  |  |
| 7. ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignor/Consignee <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Ballor <input type="checkbox"/> Licensee/Licensee |  |
| 8. OPTIONAL FILER REFERENCE DATA:  |  |

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

International Association of Commercial Administrators (IACA)

JA001107

04302

EXHIBIT “A-10”

EXHIBIT “A-10”



## STATE OF NEVADA



BARBARA K. CEGAVSKE  
Secretary of State

JEFFERY LANDERFELT  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

Federal Tax Lien #2014025379-1  
FILED: 10-01-2014 03:57 PM

(T) CARLOS CARDENAS MBR  
ORGANIZATION  
11920 SOUTHERN HIGHLANDS  
LAS VEGAS, NV 89141-3272

(T) FIRST 100 LLC  
ORGANIZATION  
11920 SOUTHERN HIGHLANDS  
LAS VEGAS, NV 89141-3272

(L) INTERNAL REVENUE SERVICE  
ORGANIZATION  
P.O. BOX 145595  
CINCINNATI, OH 45250-5595

| ACTIONS:                    | DATE                | DOCUMENT #   | PGS |
|-----------------------------|---------------------|--------------|-----|
| Tax Lien Original Filing    | 10-01-2014 03:57 PM | 2014025379-1 | 1   |
| Federal Tax Lien Correction | 02-25-2016 11:19 AM | 2016005827-2 | 1   |

Federal Tax Lien #2014025409-6  
FILED: 10-01-2014 04:08 PM

(T) CARLOS CARDENAS MBR  
ORGANIZATION  
11920 SOUTHERN HIGHLANDS PKWY  
LAS VEGAS, NV 89141-3272

(T) FIRST 100 LLC  
ORGANIZATION  
11920 SOUTHERN HIGHLANDS PKWY  
LAS VEGAS, NV 89141 3272

(L) INTERNAL REVENUE SERVICE  
ORGANIZATION  
P.O. BOX 145595  
CINCINNATI, OH 45250-5595

| ACTIONS:                    | DATE                | DOCUMENT #   | PGS |
|-----------------------------|---------------------|--------------|-----|
| Tax Lien Original Filing    | 10-01-2014 04:08 PM | 2014025409 6 | 1   |
| Federal Tax Lien Correction | 02-25-2016 11:18 AM | 2016005826-0 | 1   |

Federal Tax Lien #2014032837-2  
FILED: 12-29-2014 11:23 AM

(T) CARLOS CARDENAS MBR  
ORGANIZATION  
11920 SOUTHERN HIGHLANDS PKWY  
LAS VEGAS, NV 89141-3272

(T) FIRST 100 LLC  
ORGANIZATION  
11920 SOUTHERN HIGHLANDS PKWY  
LAS VEGAS, NV 89141-3272

(L) INTERNAL REVENUE SERVICE  
ORGANIZATION  
P.O. BOX 145595  
CINCINNATI, OH 45250-5595

| ACTIONS:                    | DATE                | DOCUMENT #   | PGS |
|-----------------------------|---------------------|--------------|-----|
| Tax Lien Original Filing    | 12-29-2014 11:23 AM | 2014032837-2 | 1   |
| Federal Tax Lien Correction | 02-25-2016 11:19 AM | 2016005828-4 | 1   |

Federal Tax Lien #2015007375-3

(D)=Debtor  
(T)=Tax Payer

1 of 1  
(A)=Assignee

(S)=Secured Party  
(L)=Lien Holder

JA001109

FILED: 03-23-2015 02:19 PM

(T) FIRST 100 LLC  
ORGANIZATION  
11920 SOUTHERN HIGHLANDS PKWY  
LAS VEGAS, NV 89141

(L) INTERNAL REVENUE SERVICE  
ORGANIZATION  
P.O. BOX 145595  
CINCINNATI, OH 45250-5595

ACTIONS:  
Tax Lien Original Filing

DATE DOCUMENT # PGS  
03-23-2015 02:19 PM 2015007375-3 1

Federal Tax Lien #2015025649-6  
FILED: 09-17-2015 11:46 AM

(T) FIRST 100 LLC  
ORGANIZATION  
11920 SOUTHERN HIGHLANDS PKWY  
LAS VEGAS, NV 89141

(L) INTERNAL REVENUE SERVICE  
ORGANIZATION  
P.O. BOX 145595  
CINCINNATI, OH 45250-5595

ACTIONS:  
Tax Lien Original Filing

DATE DOCUMENT # PGS  
09-17-2015 11:46 AM 2015025649-6 1

Federal Tax Lien #2015026009-1  
FILED: 09-22-2015 09:28 AM

(T) FIRST 100 LLC  
ORGANIZATION  
11920 SOUTHERN HIGHLANDS PKWY  
LAS VEGAS, NV 89141

(L) INTERNAL REVENUE SERVICE  
ORGANIZATION  
P.O. BOX 145595  
CINCINNATI, OH 45250-5595

ACTIONS:  
Tax Lien Original Filing

DATE DOCUMENT # PGS  
09-22-2015 09:28 AM 2015026009-1 1

Federal Tax Lien #2015029561-9  
FILED: 10-15-2015 09:16 AM

(T) FIRST 100 LLC  
ORGANIZATION  
11920 SOUTHERN HIGHLANDS PKWY  
LAS VEGAS, NV 89141

(L) INTERNAL REVENUE SERVICE  
ORGANIZATION  
P.O. BOX 145595  
CINCINNATI, OH 45250-5595

ACTIONS:  
Tax Lien Original Filing

DATE DOCUMENT # PGS  
10-15-2015 09:16 AM 2015029561-9 1

Federal Tax Lien #2015029416-7  
FILED: 10-26-2015 11:52 AM

(T) FIRST 100 LLC  
ORGANIZATION  
11920 SOUTHERN HIGHLANDS PKWY  
LAS VEGAS, NV 89141

(L) INTERNAL REVENUE SERVICE  
ORGANIZATION  
P.O. BOX 145595  
CINCINNATI, OH 45250-5595

ACTIONS:  
Tax Lien Original Filing

DATE DOCUMENT # PGS  
10-26-2015 11:52 AM 2015029416-7 1

Federal Tax Lien #2016000984-1  
FILED: 02-01-2016 12:06 PM

(T) FIRST 100 LLC  
ORGANIZATION  
11920 SOUTHERN HIGHLANDS PKWY  
LAS VEGAS, NV 89141

(L) INTERNAL REVENUE SERVICE  
ORGANIZATION  
P.O. BOX 145595  
CINCINNATI, OH 45250-5595

ACTIONS:

DATE DOCUMENT # PGS

(D)-Debtor  
(T)-Tax Payer

2 of 3  
(AI)-Assignee

(S)-Secured Party  
(L)-Lien Holder

JA001110

Tax Lien Original Filing

02-01-2016 12:56 PM

2016002984-1

1

(N)=Debtor  
(T)=Tax Payee

3 of 3  
(A)=Assignee

(S)=Secured Party  
(L)=Lien Holder

JA001111

STATE OF NEVADA



*BARBARA K. CFGAVSKE*  
Secretary of State

*JEFFERY LANDERFELT*  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

Copy Request

March 15, 2016

**Job Number:** U20160315-0114  
**Reference Number:** 0001061305-1  
**Expedite:** None  
**Through Date:** 03/14/2016 05:00PM

The attached copies are all requested financing statements or federal tax liens and related subsequent documentation for the debtor below as filed with the Secretary of State's Office, Uniform Commercial Code Division as of the above through date.

**Document Number(s)**

2014025379-1  
2016005827-2  
2014025409-6  
2016005826-0  
2014032837-2  
2016005828-4  
2015007375-3  
2015025649-6  
2015026009-1  
2015028361-9  
2015029416-7  
2016002984-1

**Search Criteria:**

**Debtor Name:** FIRST 100  
**Lien Type:** Tax  
**Lien Status:** All (Including lapsed)

Updated Copies From:

Nevada Secretary of State  
Electronic Filing  
Filing Officer

**UCC DIVISION:**  
Tracy Gillespie, Supervisor  
200 N. Carson Street  
Carson City, Nevada 89701-4201  
Telephone (775) 684-5708  
Fax (775) 684-5630

JA001112

Form 668 (Y)(c)

(Rev. February 2004)

3592

Department of the Treasury - Internal Revenue Service

## Notice of Federal Tax Lien

Area:

SMALL BUSINESS/SELF EMPLOYED AREA #6

Lien Unit Phone: (800) 913-6050

Serial Number

121132514

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, additional penalties, interest, and costs that may accrue.

Filed in the office of

Document Number

2014025379-1

*Ross Miller*  
Ross Miller  
Secretary of State  
State of Nevada

Filing Date and Time

10/01/2014 3:57 PM

Name of Taxpayer FIRST 100 LLC  
CARLOS CARDENAS MBR

Residence 11920 SOUTHERN HIGHLANDS PKWY  
LAS VEGAS, NV 89141-3272

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

*Patty Camacho*

| Kind of Tax<br>(a) | Tax Period<br>Ending<br>(b) | Identifying Number<br>(c) | Date of<br>Assessment<br>(d) | Last Day for<br>Refiling<br>(e) | Unpaid Balance<br>of Assessment<br>(f) |
|--------------------|-----------------------------|---------------------------|------------------------------|---------------------------------|--|
| 941                | 12/31/2013                  | 45-5021256                | 03/24/2014                   | 04/23/2024                      | 1446.60                                |
| 941                | 03/31/2014                  | 45-5021256                | 06/23/2014                   | 07/23/2024                      | 173785.18                              |

Place of Filing

SECRETARY OF STATE  
CARSON CITY, NV 89710

Total \$ 175232.78

This notice was prepared and signed at SEATTLE, WA, on this,

the 19th day of September, 2014.

Signature *Kimberly A. Clausen*  
for KIMBERLY A. CLAUSEN

Title  
REVENUE OFFICER 26-10-2517  
(702) 868-5134

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien  
Rev. Rul. 71-456, 1971 - 2 C.B. 409)

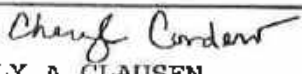
Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)  
CAT. NO 80025X

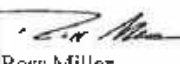

JA001113

04308

\*\*\* AMENDMENT \*\*\* AMENDMENT \*\*\* AMENDMENT \*\*\*

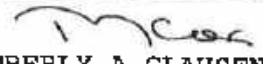
| <b>Form 668 (Y)(c)</b><br>(Rev. February 2004)   | 14742 <b>AMENDMENT</b> <b>AMENDMENT</b><br>Department of the Treasury - Internal Revenue Service<br><b>Notice of Federal Tax Lien</b> |                           |                           |                              |                                     |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |
|--|---|---------------------------|---------------------------|------------------------------|-------------------------------------|------------------------------|-------------------------------------|-----|------------|------------|------------|------------|-----------|---|--|--|--|--|--|
| <b>Area:</b><br>SMALL BUSINESS/SELF EMPLOYED AREA #6<br>Lien Unit Phone: (800) 913-6050  | <b>Serial Number</b><br><div style="text-align: right;">198826416</div>   |                           |                           |                              |                                     |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |
| As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, additional penalties, interest, and costs that may accrue.  |   |                           |                           |                              |                                     |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |
| <b>Name of Taxpayer</b> FIRST 100 LLC  |   |                           |                           |                              |                                     |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |
| <b>Residence</b> 11920 SOUTHERN HIGHLANDS PKWY<br>LAS VEGAS, NV 89141  |   |                           |                           |                              |                                     |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |
| <div style="border: 1px solid black; padding: 5px;"> <b>IMPORTANT RELEASE INFORMATION:</b> For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).         </div>   |   |                           |                           |                              |                                     |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">Kind of Tax<br/>(a)</th> <th style="width: 15%;">Tax Period Ending<br/>(b)</th> <th style="width: 20%;">Identifying Number<br/>(c)</th> <th style="width: 15%;">Date of Assessment<br/>(d)</th> <th style="width: 15%;">Last Day for Refiling<br/>(e)</th> <th style="width: 20%;">Unpaid Balance of Assessment<br/>(f)</th> </tr> <tr> <td>941</td> <td>03/31/2014</td> <td>XX-XXX1256</td> <td>06/23/2014</td> <td>07/23/2024</td> <td>173786.18</td> </tr> <tr> <td colspan="6" style="padding: 5px;">           This Notice of Federal Tax Lien is filed to correct the taxpayer's name on the original lien recorded on 10/01/2014, in SECRETARY OF STATE, NV, serial identification number 121132514 recorded as UCC Number 2014025379-1. All other information on the original notice filed is correct and that instrument remains in full force and effect.         </td> </tr> </table> |   | Kind of Tax<br>(a)        | Tax Period Ending<br>(b)  | Identifying Number<br>(c)    | Date of Assessment<br>(d)           | Last Day for Refiling<br>(e) | Unpaid Balance of Assessment<br>(f) | 941 | 03/31/2014 | XX-XXX1256 | 06/23/2014 | 07/23/2024 | 173786.18 | This Notice of Federal Tax Lien is filed to correct the taxpayer's name on the original lien recorded on 10/01/2014, in SECRETARY OF STATE, NV, serial identification number 121132514 recorded as UCC Number 2014025379-1. All other information on the original notice filed is correct and that instrument remains in full force and effect. |  |  |  |  |  |
| Kind of Tax<br>(a)   | Tax Period Ending<br>(b)  | Identifying Number<br>(c) | Date of Assessment<br>(d) | Last Day for Refiling<br>(e) | Unpaid Balance of Assessment<br>(f) |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |
| 941  | 03/31/2014  | XX-XXX1256                | 06/23/2014                | 07/23/2024                   | 173786.18                           |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |
| This Notice of Federal Tax Lien is filed to correct the taxpayer's name on the original lien recorded on 10/01/2014, in SECRETARY OF STATE, NV, serial identification number 121132514 recorded as UCC Number 2014025379-1. All other information on the original notice filed is correct and that instrument remains in full force and effect.  |   |                           |                           |                              |                                     |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |
| <b>Place of Filing</b><br><div style="text-align: center;">SECRETARY OF STATE<br/>CARSON CITY, NV 89710</div>  |   |                           |                           |                              |                                     |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |
| <div style="text-align: right;"> <b>Total</b>    \$    173786.18         </div>  |   |                           |                           |                              |                                     |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |
| This notice was prepared and signed at <u>SEATTLE, WA</u> , on this,   |   |                           |                           |                              |                                     |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |
| the <u>11th</u> day of <u>February</u> , <u>2016</u> .   |   |                           |                           |                              |                                     |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |
| <b>Signature</b><br><br>for <b>KIMBERLY A CLAUSEN</b>   | <b>Title</b><br>REVENUE OFFICER<br>(702) 868-5134<br>26-10-2817   |                           |                           |                              |                                     |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |
| (NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien<br>Rev. Rul. 71-466, 1971-2 C.B. 409)  |   |                           |                           |                              |                                     |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |
| <div style="display: flex; justify-content: space-between;"> <span>Part 1 - Kept By Recording Office</span> <span>Form 668(Y)(c) (Rev. 2-2004)<br/>CAT. NO 80025X</span> </div>  |   |                           |                           |                              |                                     |                              |                                     |     |            |            |            |            |           |   |  |  |  |  |  |

JA001114

| <b>Form 648 (Y)(c)</b><br>(Rev. February 2004)   | 3712                        | Department of the Treasury - Internal Revenue Service<br><b>Notice of Federal Tax Lien</b>  |                                      |   |  |
|--|-----------------------------|---|--------------------------------------|---|--|
| Area:<br><b>SMALL BUSINESS/SELF EMPLOYED AREA #6</b><br>Lien Unit Phone: (800) 913-6050  |                             | Serial Number<br><div style="text-align: right;">121279014</div>  | For Optional Use by Recording Office |   |  |
| As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have not made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, additional penalties, interest, and costs that may accrue. |                             | Filed in the office of<br><br>Ross Miller<br>Secretary of State<br>State of Nevada |                                      | Document Number<br><b>2014025409-6</b><br>Filing Date and Time<br><b>10/01/2014 4:08 PM</b> |  |
| Name of Taxpayer <b>FIRST 100 LLC</b><br><b>CARLOS CARDENAS MBR</b>  |                             |   |                                      |   |  |
| Residence <b>11920 SOUTHERN HIGHLANDS PKWY</b><br><b>LAS VEGAS, NV 89141-3272</b>  |                             |   |                                      |   |  |
| <div style="border: 1px solid black; padding: 5px;"> <b>IMPORTANT RELEASE INFORMATION:</b> For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).         </div>   |                             |   |                                      |   |  |
|   |                             |   |                                      |   |  |
| Kind of Tax<br>(a)   | Tax Period<br>Ending<br>(b) | Identifying Number<br>(c)   | Date of<br>Assessment<br>(d)         | Last Day for<br>Refiling<br>(e)   | Unpaid Balance<br>of Assessment<br>(f) |
| 941  | 06/30/2014                  | 45-5021256  | 09/08/2014                           | 10/08/2024  | 141759.26                              |
| Place of Filing<br><div style="text-align: right;">SECRETARY OF STATE<br/>CARSON CITY, NV 89710</div>  |                             |   |                                      |   | Total \$ <b>141759.26</b>              |

This notice was prepared and signed at SEATTLE, WA, on this,

the 22nd day of September, 2014.

|  |  |
|--|--|
| Signature <br>for <b>KIMBERLY A CLAUSEN</b> | Title<br><b>REVENUE OFFICER</b><br><b>(702) 868-5134</b> |
|--|--|

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien  
 Rev. Rul. 71-486, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 648(Y)(c) (Rev. 2-2004)  
 CAT. NO 80025X

JA001115

\*\*\* AMENDMENT \*\*\* AMENDMENT \*\*\* AMENDMENT \*\*\*

|   |  |           |
|---|--|-----------|
| Form 668 (Y)(c)<br>(Rev. February 2004) | 14742 AMENDMENT<br>Department of the Treasury - Internal Revenue Service | AMENDMENT |
| <b>Notice of Federal Tax Lien</b>       |  |           |

|  |                                |                                      |
|--|--------------------------------|--------------------------------------|
| Area:<br>SMALL BUSINESS/SELF EMPLOYED AREA #6<br>Lien Unit Phone: (800) 913-6050 | Serial Number<br><br>198825916 | For Optional Use by Recording Office |
|--|--------------------------------|--------------------------------------|

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have not made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, additional penalties, interest, and costs that may accrue.

|  |  |
|--|--|
| Filed in the office of<br><i>Barbara K. Cegavske</i><br>Barbara K. Cegavske<br>Secretary of State<br>State of Nevada | Document Number<br><b>2016005826-0</b><br>Filing Date and Time<br><b>02/25/2016 11:18 AM</b> |
|--|--|

Name of Taxpayer **FIRST 100 LLC**

Residence **11920 SOUTHERN HIGHLANDS PKWY  
LAS VEGAS, NV 89141**

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of the lien is refiled by the date given in column (a), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

| Kind of Tax<br>(a)  | Tax Period<br>Ending<br>(b) | Identifying Number<br>(c) | Date of<br>Assessment<br>(d) | Last Day for<br>Refiling<br>(e) | Unpaid Balance<br>of Assessment<br>(f) |
|---|-----------------------------|---------------------------|------------------------------|---------------------------------|--|
| 941   | 06/30/2014                  | XX-XXX1256                | 09/08/2014                   | 10/08/2024                      | 141759.26                              |
| This Notice of Federal Tax Lien is filed to correct the taxpayer's name on the original lien recorded on 10/01/2014, in SECRETARY OF STATE, NV, serial identification number 121279014 recorded as UCC Number 2014025409-6. All other information on the original notice filed is correct and that instrument remains in full force and effect. |                             |                           |                              |                                 |  |

Place of Filing

SECRETARY OF STATE  
CARSON CITY, NV 89710

Total \$ 141759.26

This notice was prepared and signed at SEATTLE, WA, on this,the 11th day of February, 2016.

|   |   |            |
|---|---|------------|
| Signature<br><i>Kimberly A. Clausen</i><br>for <b>KIMBERLY A. CLAUSEN</b> | Title<br><b>REVENUE OFFICER</b><br>(702) 868-5134 | 26-10-2817 |
|---|---|------------|

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien  
Rev. Rul. 71-466, 1971-2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)  
CAT. NO 60025X

JA001116

04311



Form 668 (Y)(c)  
(Rev. February 2004)

11953

Department of the Treasury - Internal Revenue Service

## Notice of Federal Tax Lien

Area:

SMALL BUSINESS/SELF EMPLOYED AREA #6  
Lien Unit Phone: (800) 913-6050


Serial Number

134909314

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, additional penalties, interest, and costs that may accrue.

Filed in the office of

  
 Ross Miller  
 Secretary of State  
 State of Nevada

Document Number

2014032837-2

Filing Date and Time

12/29/2014 11:23 AM

 Name of Taxpayer FIRST 100 LLC  
 CARLOS CARDENAS MBR

 Residence 11920 SOUTHERN HIGHLANDS PKWY  
 LAS VEGAS, NV 89141-3272

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

| Kind of Tax<br>(a) | Tax Period<br>Ending<br>(b) | Identifying Number<br>(c) | Date of<br>Assessment<br>(d) | Last Day for<br>Refiling<br>(e) | Unpaid Balance<br>of Assessment<br>(f) |
|--------------------|-----------------------------|---------------------------|------------------------------|---------------------------------|--|
| 941                | 12/31/2013                  | 45-5021256                | 03/24/2014                   | 04/23/2024                      | 309.65                                 |
| 941                | 03/31/2014                  | 45-5021256                | 06/23/2014                   | 07/23/2024                      | 173786.18                              |
| 941                | 06/30/2014                  | 45-5021256                | 09/08/2014                   | 10/08/2024                      | 148126.40                              |

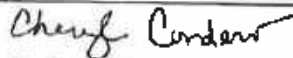
Place of Filing

 SECRETARY OF STATE  
 CARSON CITY, NV 89710

Total \$ 322222.23

This notice was prepared and signed at SEATTLE, WA, on this, the 15th day of December, 2014.

Signature



for KIMBERLY A CLAUSEN

Title

REVENUE OFFICER  
(702) 868-5134

26-10-2517

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien  
 Rev. Rul. 71 466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

 Form 668(Y)(c) (Rev. 2-2004)  
 CAT. NO 60025X

JA001117

\*\*\* AMENDMENT \*\*\* AMENDMENT \*\*\* AMENDMENT \*\*\*

|   |  |           |
|---|--|-----------|
| Form 668 (Y)(c)<br>(Rev. February 2004) | 14742 AMENDMENT<br>Department of the Treasury - Internal Revenue Service | AMENDMENT |
| <b>Notice of Federal Tax Lien</b>       |  |           |

|  |                            |                                      |
|--|----------------------------|--------------------------------------|
| Area:<br>SMALL BUSINESS/SELF EMPLOYED AREA #6<br>Lien Unit Phone: (800) 913-6050 | Serial Number<br>198826716 | For Optional Use by Recording Office |
|--|----------------------------|--------------------------------------|

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalty) have been assessed against the following-named taxpayer. We have not made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, additional penalties, interest, and costs that may accrue.

|  |  |
|--|--|
| Filed in the office of<br><i>Barbara K. Cegavske</i><br>Barbara K. Cegavske<br>Secretary of State<br>State of Nevada | Document Number<br><b>2016005828-4</b><br>Filing Date and Time<br><b>02/25/2016 11:19 AM</b> |
|--|--|

Name of Taxpayer FIRST 100 LLC

Residence 11920 SOUTHERN HIGHLANDS PKWY  
LAS VEGAS, NV 89141

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

| Kind of Tax<br>(a) | Tax Period<br>Ending<br>(b) | Identifying Number<br>(c) | Date of<br>Assessment<br>(d) | Last Day for<br>Refiling<br>(e) | Unpaid Balance<br>of Assessment<br>(f) |
|--------------------|-----------------------------|---------------------------|------------------------------|---------------------------------|--|
| 941                | 03/31/2014                  | XX-XXX1256                | 06/23/2014                   | 07/23/2024                      | 173786.18                              |
| 941                | 06/30/2014                  | XX-XXX1256                | 09/08/2014                   | 10/08/2024                      | 148126.40                              |

This Notice of Federal Tax Lien is filed to correct the taxpayer's name on the original lien recorded on 12/29/2014, in SECRETARY OF STATE, NV, serial identification number 134909314 recorded as UCC Number 2014032837-2. All other information on the original notice filed is correct and that instrument remains in full force and effect.

Place of Filing

SECRETARY OF STATE  
CARSON CITY, NV 89710

Total \$ 321912.58

This notice was prepared and signed at SEATTLE, WA, on this,

the 11th day of February, 2016.

|  |  |            |
|--|--|------------|
| Signature<br><i>Cheryl Cordaro</i><br>for KIMBERLY A CLAUSEN | Title<br>REVENUE OFFICER<br>(702) 868-5134 | 26-10-2817 |
|--|--|------------|

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien  
Rev. Rul. 71-466, 1971-2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)  
CAT. NO 60026X

JA001118

04313

Form 668 (Y)(c)

(Rev. February 2004)

14742

Department of the Treasury - Internal Revenue Service

## Notice of Federal Tax Lien

Area:

SMALL BUSINESS/SELF EMPLOYED AREA #5

Lien Unit Phone: (800) 913-6050

Serial Number

146929815

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, additional penalties, interest, and costs that may accrue.

Filed in the office of  
Barbara K. Cegavske  
Secretary of State  
State of Nevada

Document Number

2015007375-3

Filing Date and Time

03/23/2015 2:19 PM

Name of Taxpayer FIRST 100 LLC

Residence

11920 SOUTHERN HIGHLANDS PKWY  
LAS VEGAS, NV 89141

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

| Kind of Tax<br>(a) | Tax Period<br>Ending<br>(b) | Identifying Number<br>(c) | Date of<br>Assessment<br>(d) | Last Day for<br>Refiling<br>(e) | Unpaid Balance<br>of Assessment<br>(f) |
|--------------------|-----------------------------|---------------------------|------------------------------|---------------------------------|--|
| 941                | 09/30/2014                  | 45-5021256                | 12/29/2014                   | 01/28/2025                      | 156258.04                              |

Place of Filing

SECRETARY OF STATE  
CARSON CITY, NV 89710

Total \$ 156258.04

This notice was prepared and signed at SEATTLE, WA, on this,

the 06th day of March, 2015.

Signature



for KIMBERLY A. CLAUSEN

Title

REVENUE OFFICER

(702) 868-5134

26-10-2517

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien  
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)  
CAT. NO 60026X

JA001119

04314

| <b>Form 668 (Y)(c)</b><br>(Rev. February 2004)  | 3748                        | Department of the Treasury - Internal Revenue Service<br><b>Notice of Federal Tax Lien</b>                           |  |  |  |
|---|-----------------------------|--|--|--|--|
| Area:<br>SMALL BUSINESS/SELF EMPLOYED AREA #6<br>Lien Unit Phone: (800) 913-6050  |                             | Serial Number<br>158822515   | For Optional Use by Recording Office           |  |  |
| As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue. |                             | Filed in the office of<br><i>Barbara K. Cegavske</i><br>Barbara K. Cegavske<br>Secretary of State<br>State of Nevada |  | Document Number<br><b>2015025649-6</b><br>Filing Date and Time<br><b>09/17/2015 11:46 AM</b> |  |
| Name of Taxpayer <b>FIRST 100 LLC</b>   |                             |  |  |  |  |
| Residence <b>11920 SOUTHERN HIGHLANDS PKWY<br/>LAS VEGAS, NV 89141</b>  |                             |  |  |  |  |
| <b>IMPORTANT RELEASE INFORMATION:</b> For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).  |                             |  |  |  |  |
| Kind of Tax<br>(a)  | Tax Period<br>Ending<br>(b) | Identifying Number<br>(c)  | Date of<br>Assessment<br>(d)                   | Last Day for<br>Refiling<br>(e)  | Unpaid Balance<br>of Assessment<br>(f) |
| 941   | 12/31/2014                  | XX-XXX1256   | 03/23/2015                                     | 04/22/2025   | 123798.08                              |
| Place of Filing<br><br><div style="text-align: center;">           SECRETARY OF STATE<br/>           CARSON CITY, NV 89710         </div>   |                             |  |  |  | Total \$ 123798.08                     |
| This notice was prepared and signed at <u>SEATTLE, WA</u> , on this,  |                             |  |  |  |  |
| the <u>22nd</u> day of <u>May</u> , 2015.   |                             |  |  |  |  |
| Signature <i>Cheryl Cordero</i><br>for <b>KIMBERLY A CLAUSEN</b>  |                             |  | Title<br>REVENUE OFFICER<br>26-10-2517         |  |  |
| (NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien<br>Rev. Rul. 71-486, 1971-2 C.B. 409)   |                             |  |  |  |  |
| Part 1 - Kept By Recording Office   |                             |  | Form 668(Y)(c) (Rev. 2-2004)<br>CAT. NO 60026X |  |  |

JA001120

| <b>Form 668 (Y)(c)</b><br>(Rev. February 2004)  | 14742<br>Department of the Treasury - Internal Revenue Service<br><b>Notice of Federal Tax Lien</b> |                           |                           |                              |  |                              |                                     |     |            |            |            |            |           |
|---|---|---------------------------|---------------------------|------------------------------|--|------------------------------|-------------------------------------|-----|------------|------------|------------|------------|-----------|
| Area:<br>SMALL BUSINESS/SELF EMPLOYED AREA #6<br>Lien Unit Phone: (800) 913-6050  | Serial Number<br><div style="text-align: right;">175521815</div>                                    |                           |                           |                              |  |                              |                                     |     |            |            |            |            |           |
| As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, additional penalties, interest, and costs that may accrue.  |   |                           |                           |                              |  |                              |                                     |     |            |            |            |            |           |
| Name of Taxpayer <b>FIRST 100 LLC</b><br><br>Residence <b>11920 SOUTHERN HIGHLANDS PKWY<br/>LAS VEGAS, NV 89141</b>   |   |                           |                           |                              |  |                              |                                     |     |            |            |            |            |           |
| <div style="border: 1px solid black; padding: 5px;"> <b>IMPORTANT RELEASE INFORMATION:</b> For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).         </div>  |   |                           |                           |                              |  |                              |                                     |     |            |            |            |            |           |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">Kind of Tax<br/>(a)</th> <th style="width: 15%;">Tax Period Ending<br/>(b)</th> <th style="width: 20%;">Identifying Number<br/>(c)</th> <th style="width: 15%;">Date of Assessment<br/>(d)</th> <th style="width: 15%;">Last Day for Refiling<br/>(e)</th> <th style="width: 20%;">Unpaid Balance of Assessment<br/>(f)</th> </tr> <tr> <td style="text-align: center;">941</td> <td style="text-align: center;">03/31/2015</td> <td style="text-align: center;">XX-XXX1256</td> <td style="text-align: center;">07/06/2015</td> <td style="text-align: center;">08/05/2025</td> <td style="text-align: right;">139934.20</td> </tr> </table> |   | Kind of Tax<br>(a)        | Tax Period Ending<br>(b)  | Identifying Number<br>(c)    | Date of Assessment<br>(d)  | Last Day for Refiling<br>(e) | Unpaid Balance of Assessment<br>(f) | 941 | 03/31/2015 | XX-XXX1256 | 07/06/2015 | 08/05/2025 | 139934.20 |
| Kind of Tax<br>(a)  | Tax Period Ending<br>(b)  | Identifying Number<br>(c) | Date of Assessment<br>(d) | Last Day for Refiling<br>(e) | Unpaid Balance of Assessment<br>(f)  |                              |                                     |     |            |            |            |            |           |
| 941   | 03/31/2015  | XX-XXX1256                | 07/06/2015                | 08/05/2025                   | 139934.20  |                              |                                     |     |            |            |            |            |           |
| Place of Filing<br><br><div style="text-align: center;">           SECRETARY OF STATE<br/>           CARSON CITY, NV 89710         </div>   |   |                           |                           |                              | Filed in the office of<br><i>Barbara K. Cegavske</i><br>Barbara K. Cegavske<br>Secretary of State<br>State of Nevada |                              |                                     |     |            |            |            |            |           |
|   |   |                           |                           |                              | Document Number<br><b>2015026009-1</b><br>Filing Date and Time<br><b>09/22/2015 9:28 AM</b>                          |                              |                                     |     |            |            |            |            |           |
| <div style="text-align: right;">Total</div>   |   |                           |                           |                              | \$ 139934.20   |                              |                                     |     |            |            |            |            |           |

This notice was prepared and signed at SEATTLE, WA, on this,

the 09th day of September, 2015.

|  |   |
|--|---|
| Signature <i>Cheryl Cordaro</i><br>for <b>KIMBERLY A CLAUSEN</b> | Title<br><b>REVENUE OFFICER</b><br>(702) 868-5134 |
|--|---|

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien Rev. Rul. 71-486, 1971-2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)  
CAT. NO 60025X

JA001121

|  |   |                                  |   |                                     |  |
|--|---|----------------------------------|---|-------------------------------------|--|
| <b>Form 668 (Y)(c)</b><br>(Rev. February 2004)   | 14742<br>Department of the Treasury - Internal Revenue Service<br><b>Notice of Federal Tax Lien</b> |                                  |   |                                     |  |
| <b>Area:</b><br>SMALL BUSINESS/SELF EMPLOYED AREA #6<br>Lien Unit Phone: (800) 913-6050  | <b>Serial Number</b><br>180074315   |                                  |   |                                     |  |
| <b>As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, additional penalties, interest, and costs that may accrue.</b> |   |                                  |   |                                     |  |
| <b>Name of Taxpayer</b> FIRST 100 LLC  |   |                                  |   |                                     |  |
| <b>Residence</b> 11920 SOUTHERN HIGHLANDS PKWY<br>LAS VEGAS, NV 89141  |   |                                  |   |                                     |  |
| <b>IMPORTANT RELEASE INFORMATION:</b> For each assessment listed below, unless notice of the lien is refilled by the data given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).   |   |                                  |   |                                     |  |
| <b>Kind of Tax</b><br>(a)  | <b>Tax Period Ending</b><br>(b)   | <b>Identifying Number</b><br>(c) | <b>Date of Assessment</b><br>(d)                  | <b>Last Day for Refiling</b><br>(e) | <b>Unpaid Balance of Assessment</b><br>(f) |
| 941  | 06/30/2015  | XX-XXX1256                       | 09/21/2015  | 10/21/2025                          | 85338.42                                   |
| <b>Place of Filing</b><br>SECRETARY OF STATE<br>CARSON CITY, NV 89710  |   |                                  |   |                                     | <b>Total</b> \$ 85338.42                   |
| This notice was prepared and signed at <u>SEATTLE, WA</u> , on this,   |   |                                  |   |                                     |  |
| the <u>05th</u> day of <u>October</u> , 2015.  |   |                                  |   |                                     |  |
| <b>Signature</b><br><i>Cheryl Cordery</i><br>for <b>KIMBERLY A CLAUSEN</b>   |   |                                  | <b>Title</b><br>REVENUE OFFICER<br>(702) 868-5134 |                                     |  |
| (NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien<br>Rev. Rul. 71-466, 1971 - 2 C.B. 409)  |   |                                  | Form 668(Y)(c) (Rev. 2-2004)<br>CAT. NO 60026X    |                                     |  |

Part 1 - Kept By Recording Office

JA001122

04317

|  |                             |  |  |  |  |
|--|-----------------------------|--|--|--|--|
| <b>Form 668 (Y)(c)</b><br>(Rev. February 2004)   | 14742                       | Department of the Treasury - Internal Revenue Service<br><b>Notice of Federal Tax Lien</b>                           |  |  |  |
| <b>Area:</b><br>SMALL BUSINESS/SELF EMPLOYED AREA #6<br>Lien Unit Phone: (800) 913-6050  |                             | <b>Serial Number</b><br><br>181358015  | <b>For Optional Use by Recording Office</b>                            |  |  |
| As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, additional penalties, interest, and costs that may accrue. |                             | Filed in the office of<br><i>Barbara K. Cegavske</i><br>Barbara K. Cegavske<br>Secretary of State<br>State of Nevada |  | Document Number<br><b>2015029416-7</b><br>Filing Date and Time<br><b>10/26/2015 11:52 AM</b> |  |
| Name of Taxpayer <b>FIRST 100 LLC</b>  |                             |  |  |  |  |
| Residence <b>11920 SOUTHERN HIGHLANDS PKWY<br/>LAS VEGAS, NV 89141</b>   |                             |  |  |  |  |
| <b>IMPORTANT RELEASE INFORMATION:</b> For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).   |                             |  |  |  |  |
| Kind of Tax<br>(a)   | Tax Period<br>Ending<br>(b) | Identifying Number<br>(c)  | Date of<br>Assessment<br>(d)   | Last Day for<br>Refiling<br>(e)  | Unpaid Balance<br>of Assessment<br>(f) |
| 1065   | 01/31/2014                  | XX-XXX1256   | 09/21/2015   | 10/21/2025   | 95940.00                               |
| Place of Filing<br><br>SECRETARY OF STATE<br>CARSON CITY, NV 89710   |                             |  |  |  | Total \$ <b>95940.00</b>               |
| This notice was prepared and signed at <b>SEATTLE, WA</b> , on this,   |                             |  |  |  |  |
| the <b>14th</b> day of <b>October</b> , <b>2015</b> .  |                             |  |  |  |  |
| Signature <i>Kimberly A. Clausen</i><br>For <b>KIMBERLY A. CLAUSEN</b>   |                             |  | Title<br><b>REVENUE OFFICER</b><br><b>(702) 868-5134</b><br>26-10-2817 |  |  |
| (NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien<br>Rev. Rul. 71-486, 1971 - 2 C.B. 409)  |                             |  |  |  |  |
| Part 1 - Kept By Recording Office  |                             |  | Form 668(Y)(c) (Rev. 2-2004)<br>CAT. NO 60025X                         |  |  |

JA001123

Form 668 (Y)(c)

(Rev. February 2004)

14742

Department of the Treasury - Internal Revenue Service

**Notice of Federal Tax Lien**

Area:

SMALL BUSINESS/SELF EMPLOYED AREA #6  
Lien Unit Phone: (800) 913-6050

Serial Number

195358916

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, additional penalties, interest, and costs that may accrue.

Filed in the office of  
*Barbara K. Cegavske*  
Barbara K. Cegavske  
Secretary of State  
State of Nevada

Document Number

2016002984-1

Filing Date and Time

02/01/2016 12:56 PM

Name of Taxpayer FIRST 100 LLC

Residence

11920 SOUTHERN HIGHLANDS PKWY  
LAS VEGAS, NV 89141

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of the lien is refiled by the date given in column (a), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

| Kind of Tax<br>(a) | Tax Period<br>Ending<br>(b) | Identifying Number<br>(c) | Date of<br>Assessment<br>(d) | Last Day for<br>Refiling<br>(e) | Unpaid Balance<br>of Assessment<br>(f) |
|--------------------|-----------------------------|---------------------------|------------------------------|---------------------------------|--|
| 941                | 09/30/2015                  | XX-XXX1256                | 01/04/2016                   | 02/03/2026                      | 83055.70                               |

Place of Filing

SECRETARY OF STATE  
CARSON CITY, NV 89710

Total \$ 83055.70

This notice was prepared and signed at SEATTLE, WA, on this,the 21st day of January, 2016.

Signature

*Cheryl Cordaro*

for KIMBERLY A CLAUSEN

Title

REVENUE OFFICER  
(702) 868-5134

26-10-2817

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien  
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)  
CAT. NO 60025X

JA001124

04319



EXHIBIT “A-11”

EXHIBIT “A-11”



**Omni Financial**

1260 41<sup>st</sup> Ave., Ste O, Capitola, CA 95010  
(831) 464-5027 Fax (831) 462-1618

April 8, 2015

First 100, LLC.  
Jay Bloom  
109020 Southern Highlands Pkwy, 2nd Floor  
Las Vegas, NV 89141

Dear Jay,

Your loan with Omni Financial, LLC /Orbis Financial, LLC. is now three months in arrears. Reluctantly, we must turn the account over to the trustee on the Deed of Trust to begin processing a recorded Notice of Default. This action will take place on April 30, 2015 but can be prevented if you remit payment prior to that date.

As you know, the trustee's costs and expenses will be passed on to you and must be paid prior to the recordation of a Notice of Rescission, so we advise you to contact us as quickly as possible to avoid these additional charges.

While we've previously refrained from turning the account over to the trustee, we no longer have that option. To bring the account current, three payments totaling \$148,265.98 and late payments of \$19,036.35 for a total of \$167,302.33, must be made

Thank you for your prompt attention to this matter.

Regards,

Rachel Bucher  
Omni Financial, LLC.

JA001126

EXHIBIT “A-12”

EXHIBIT “A-12”

# Howard & Howard

law for business<sup>®</sup>

Alexander

Chicago

Detroit

Las Vegas

Pecola

direct dial: 702.667.4842

Mark J. Gardberg

email: mjpg@h2law.com

November 2, 2015

**BY CERTIFIED MAIL – RETURN RECEIPT REQUESTED;**  
**FACSIMILE (702-974-0284), &**  
**EMAIL (Jlasalla@F100llc.com)**

First 100, LLC  
10920 Southern Highlands Pkwy., 2<sup>nd</sup> Floor  
Las Vegas, NV 89141  
Attention: John LaSalla and Jay Bloom

RE: Notice of Event of Default of (1) the Loan Agreement dated May 27, 2014, and the addenda and amendments thereto, by and among First 100, LLC as Borrower, 1<sup>st</sup> One Hundred Holdings LLC, Jay Bloom, Matthew Farkas, Chris Morgando and Carlos Cardenas as Guarantors, and Omni Financial LLC as the lead participating lender (the "Loan Agreement"); (2) the Promissory Note dated May 27, 2014 by and between First 100, LLC as obligor and Omni Financial LLC as payee (the "Promissory Note"); (3) the Security Agreement dated May 27, 2014 by and between First 100, LLC as pledgor and Omni Financial LLC as pledgee (the "Security Agreement"); and (4) various Deeds of Trust encumbering real property in the State of Nevada by First 100, LLC as trustor, First American Title Company as trustee, and Omni Financial LLC as beneficiary (the "Deeds of Trust" and, together with the Loan Agreement, Promissory Note, Security Agreement, and all other related and ancillary documents thereto (including without limitation certain Guarantees, a Payment Arrangement Agreement, and a Proceeds Purchase and Sharing Agreement), collectively, the "Loan Documents")

Dear Mr. Bloom:

This office has been retained to represent the lenders, Omni Financial LLC, Orbis Financial LLC and Firmus Financial LLC (collectively, "Omni"), in respect to the Loan Documents and all related transactions by and between Omni and First 100, LLC ("First 100").

As stated in Omni's Notice of Default letter to you dated April 8, 2015, First 100's loan with Omni has been in arrears since at least January of 2015—i.e., First 100 has not made the required monthly payments. You have conceded as much during your communications with

[www.howardandhoward.com](http://www.howardandhoward.com)

Wells Fargo Tower, Suite 1000, 3800 Howard Hughes Parkway, Las Vegas, NV 89169-5914

tel 702.257.1483 fax 702.567.1568

JA001128

04323

First 100, LLC  
Attn: Jay Bloom  
November 2, 2015  
Page 2 of 3

Omni, both before and after the April 8, 2015 Notice of Default was served. Despite these numerous notices and demands to cure, First 100 has failed and continues to fail to honor its obligations and remit payment to Omni as agreed.

Omni hereby serves notice of an Event of Default pursuant to Section 7 of the Loan Agreement, Section 9 of the Security Agreement, Section 5.1 of the Security Agreement, and Section 22 of the Deeds of Trust. The bases for Omni's declaration of breach include, *inter alia*:

- a. First 100's failure to make payments when due;
- b. First 100's breach in the observance or performance of the covenants set forth in the Loan Documents, including (1) its failure to use Omni's funds for the stated and intended purpose of acquiring properties specified in the Loan Documents and (2) its duty to provide Omni with various financial statements, reports, certificates, and notices;
- c. First 100's insolvency, as evidenced by First 100's inability to pay McCabe Law Group to service and collect upon the Poinciana Beneficial Interest (as defined in the Loan Documents) as well as First 100's inability to remit payments to state and federal tax agencies and Omni and fulfill its other financial obligations to its creditors;
- d. Misrepresentations, untrue statements, and/or breached covenants by First 100 in the Loan Documents, including First 100's false statements or breached covenants in the Loan Agreement and/or Deeds of Trust that (1) First 100 had valid title as of the Deed of Trust recording dates to properties marked by APNs 138-28-513-128 and 138-36-515-301; (2) First 100 would file corrected Deeds of Trust (with proper legal descriptions) regarding properties marked by APNs 179-31-714-007, 162-11-511-093, 138-28-513-128, and 138-36-515-301; (3) subsequent to the recording of the Deeds of Trust, First 100 would not transfer title without Omni's prior written consent, including properties marked by APNs 179-31-714-007 and 566-110-12; and (4) First 100 would pay all relevant HOA assessments, relevant to the property marked by APN 162-11-511-093; and
- e. Omni's good-faith belief that the prospect of punctual payment by First 100 is impaired, particularly the payment, pursuant to the Promissory Note, of the lump-sum balloon due at maturity.

Based on the foregoing, and pursuant to Section 5.2(a) of the Security Agreement, Omni has declared an incurable breach which constitutes an immediate Event of Default as defined in the Loan Documents, and pursuant to 5.2(a) of the Security Agreement and Section 10 of the Promissory Note, Omni has accelerated the loan and all obligations are therefore due and owing

First 100, LLC  
Attn: Jay Bloom  
November 2, 2015  
Page 3 of 3

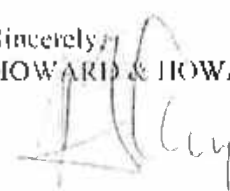
immediately. All provisions in the Loan Documents for late fees, penalties, and similar amounts have been and continue to be assessed.

Payment in the amount of **Three Million Five Hundred Eighty-Eight Thousand Six Hundred Forty Seven Dollars and Twenty-One Cents (\$3,588,647.21)** is hereby demanded on or before **November 23, 2015**. If the obligation owed to Omni is not repaid in full by that time, Omni will seek any and all legal and equitable relief to which it is entitled.

In light of such breaches, you are further advised of your duty to take all necessary steps to preserve potentially discoverable evidence, should litigation arise. For any potentially discoverable materials, objects, computer files, emails, voice mail messages or documents, you are instructed to: (i) suspend any policies of document destruction, including turning off any auto-delete systems that might remove documents or data from archived email, computer or voice mail programs, and saving those materials to hard copy media for preservation; (ii) for documents, data or recordings that might have already been deleted, save any hardware from which the deleted data may be recovered; (iii) identify and make copies of any materials that could be relevant in potential litigation; (iv) make copies of and/or preserve any relevant electronic documents such as emails, spreadsheets, word processing documents, databases, website registrations, etc.; (v) identify and preserve any physical evidence relevant in potential litigation; and (vi) identify all individuals who may have custody of relevant materials and inform them of the duty to preserve evidence. The foregoing instructions are non-exhaustive and, when in doubt, you must preserve anything that could be considered in any way relevant in a potential action.

Thank you for your prompt action.

Sincerely,  
HOWARD & HOWARD ATTORNEYS PLLC

  
Mark J. Gurdberg

MJG/sl

cc: Jeffrey Albregts  
Holley Driggs Walsh  
400 S. 4th Street, 3rd Floor  
Las Vegas, NV 89101  
  
Michael McCabe  
McCabe Law Group, P.A.  
111 Solana Road, Suite B  
Pointe Vedra Beach, FL 32082

PrenPoinciana LLC  
c/o Prentice Capital Management, LP  
100 W. Putnam Ave.  
Slagle House  
Greenwich, CT 06830  
Attention: Michael Zimmerman & Mario  
Ciampi

---

**Howard & Howard**  
law for business®

JA001130

04325

EXHIBIT “A-13”

EXHIBIT “A-13”

### FORBEARANCE AGREEMENT

This Forbearance Agreement ("Agreement") is executed by and between Omni Financial, LLC, a California limited liability company ("Omni"), and First 100, LLC, a Nevada limited liability company ("1<sup>st</sup> 100"), (collectively, the "Parties"), to memorialize the Parties' agreements concerning the beneficial interest in the remaining Poinciana Homeowners Association delinquent assessment account receivables ("HOA Liens") which were a portion of the approximately 3,417 liens resultant from delinquent homeowner association assessments accrued through December 31, 2013, as originally purchased from the Association of Poinciana Villages by 1<sup>st</sup> 100.

This Agreement takes effect on the date (the "Effective Date") on which it has been signed by both Parties, acknowledged by all Guarantors, and all conditions precedent to the forbearance have been fully and strictly satisfied, including the conditions in Recital G, Paragraph 5.A.1, and Paragraph 6.

#### Recitals

A. Whereas, Omni made a loan to 1st 100 in the original maximum principal amount of \$5 million (the "Omni Loan") pursuant to that certain Loan Agreement dated May 27, 2014, and the addenda and amendments thereto, by and among 1<sup>st</sup> 100 as Borrower, 1<sup>st</sup> One Hundred Holdings LLC, Jay Bloom, Matthew Farkas, Chris Morgando and Carlos Cardenas as Guarantors, and Omni as the lead participating lender (the "Loan Agreement"), and evidenced by a Promissory Note dated May 27, 2014 by and between 1<sup>st</sup> 100 as obligor and Omni as payee (the "Promissory Note");

B. Whereas, the Omni Loan was secured by, among other things, (i) a Security Agreement dated May 27, 2014 by and between 1<sup>st</sup> 100 as pledgor and Omni as pledgee (the "Security Agreement"); (ii) UCC-1 filings by Omni in Nevada and Florida covering all of 1<sup>st</sup> 100's personal property, including without limitation the HOA Liens, placing Omni in a first-priority, senior position with respect to such property; and (iii) various Deeds of Trust encumbering real property in the State of Nevada by 1<sup>st</sup> 100 as trustor, First American Title Company as trustee, and Omni Fin as beneficiary (the "Deeds of Trust," and together with the Loan Agreement, Security Agreement, UCC-1 filings, and all other documents and instruments comprising or relating to the Loan, including the PPSA and PAA, the "Loan Documents");

C. Whereas, the Omni Loan was partially funded and as of December 2, 2015 had a balance owing of \$3,591,411;

D. Whereas, after the initial Omni Loan disbursement, 1<sup>st</sup> 100 subsequently entered into a transaction and transferred some of its remaining interests in the HOA Liens to another entity, PrenPoinciana, LLC, a Delaware limited liability company ("PrenPoinciana"), and one or both Parties entered into agreements with PrenPoinciana, including without limitation (i) a Proceeds Purchase and Sharing Agreement ("PPSA") dated February 2, 2015 among Omni, PrenPoinciana, and 1<sup>st</sup> 100; and (ii) a Payment Arrangement Agreement dated March 2015 ("PAA") among Omni, PrenPoinciana, and 1<sup>st</sup> 100, and McCabe Law Group, P.A. ("McCabe"); and together those documents delineated the relationship and rights of the parties thereto and how the HOA Liens would be collected and funds distributed;

E. Whereas, in a letter dated November 2, 2015, Omni declared 1<sup>st</sup> 100 to be in default under the Omni Loan, in that 1<sup>st</sup> 100 has, among other things, (i) failed to make payments



when due; and (ii) breached various Loan Documents covenants, including by failing to provide Omni with various financial statements, reports, certificates;

F. Whereas, Omni has lawfully accelerated the Omni Loan and is presently entitled to pursue its appropriate remedies, including without limitation by commencing foreclosure actions (upon the Deeds of Trust and/or UCC-1 filings) under NRS Chapters 104 and 107, and/or filing lawsuits (including against the guarantors), including a deficiency action under NRS Chapter 40 (collectively, "Enforcement Actions");

G. Whereas, as a condition precedent to receiving the forbearance herein, 1<sup>st</sup> 100 acknowledges and agrees that it is in default under the Omni Loan as specified in Omni's November 2, 2015 letter (the "Default") and that Omni is presently entitled to commence and prosecute to its end one or more Enforcement Actions;

H. Whereas, Prenpoinciana's Affiliate, Prentico Capital Management, LP, a Delaware limited partnership ("PCM"), initiated litigation against 1<sup>st</sup> 100 in Clark County District Court, case number A-15-714007-C (but 1<sup>st</sup> 100 does not acknowledge any default or liability vis-à-vis PrenPoinciana or PCM);

I. Whereas, the Parties wish to enter into this Agreement to avoid a foreclosure and other legal action which could jeopardize or impair all of the Parties' interest in the HOA Liens.

#### Agreement

Now therefore, for good and sufficient consideration, the Parties agree as follows:

#### **1. Forbearance on HOA Lien Foreclosure Action.**

- A. For the remaining term of the Promissory Note (i.e., through the Maturity Date as defined in Section 3 of that Note), and provided that (i) no new event of default under the Loan Documents occurs or is discovered by Omni, and (ii) this Agreement is not breached, Omni agrees not to proceed with any and all Enforcement Actions concerning the HOA Liens. This forbearance further restricts Omni from commencing one or more foreclosure action under the Deeds of Trust. Provided that (i) no new event of default under the Loan Documents occurs or is discovered by Omni, and (ii) this Agreement is not breached, Omni agrees not to proceed with any and all Enforcement Actions concerning the real property encumbered by those Deeds of Trust.
- B. 1<sup>st</sup> 100 will lend its reasonable cooperation to Omni by immediately executing such further amendments or corrections to the Deeds of Trust as Omni may desire, or by otherwise curing certain defects or issues affecting such properties or the Deeds of Trust, if any at 1<sup>st</sup> 100's sole cost and expense. Notwithstanding the foregoing, if Omni reasonably believes that the real property encumbered by those Deeds of Trusts is deteriorating in value, subject to waste, subject to a noticed third party foreclosure sale (e.g., by a homeowners' association), or otherwise in jeopardy, then Omni may unilaterally initiate an Enforcement Action against the affected properties, and 1<sup>st</sup> 100 will not delay, seek to restrain, or otherwise interfere in such Enforcement Action, and such Action shall not constitute a termination of this Agreement or the forbearance affecting the HOA Liens and other Deeds of Trust.
- C. It is the intent of the Parties to restructure the Note as soon as practicable, in a form and fashion as may be mutually acceptable to both Parties (in their sole and absolute

discretion), during or following this forbearance, to bring the Note back into a non-defaulted status. If the parties cannot reach agreement, then nothing shall be interpreted herein as to restrict 1<sup>st</sup> 100's rights to retire the Note by way of payment of all obligations in full thereunder. Nothing herein prevents 1<sup>st</sup> 100 from negotiating with Omni, during the forbearance period, to also pay off, bring current, or otherwise partially or wholly settle the Omni Loan (a "Settlement"), including without limitation by procuring that a third party assumes Omni's position under the Omni Loan. Notwithstanding the preceding sentences, 1<sup>st</sup> 100 and Guarantors acknowledge that Omni is under no obligation to discuss, negotiate or agree to any such Settlement with 1<sup>st</sup> 100 or a third party, nor to continue negotiations (which it may terminate for any or no reason), nor to prefer a Settlement with 1<sup>st</sup> 100 as opposed to a third party (regardless of which offers more consideration), nor to agree to any modification, amendment, restructuring or reinstatement of the Loan Documents, nor to forbear from exercising its rights and remedies under the Loan Documents (except as expressly provided in this Agreement).

2. **Ratification, Reaffirmation and Confirmation of Agreements.** Except as expressly provided herein, the provisions of the Loan Documents shall remain unmodified and in full force and effect. This Agreement shall be read in harmony with the Loan Documents, but in the event of an unavoidable conflict, the provisions of this Agreement shall prevail and those contracts shall be deemed amended to the minimum extent necessary due to such conflict.
3. **HOA Liens; Net Proceeds.** Omni endeavors to use commercially reasonable efforts to maximize the potential returns for all Parties from the HOA Liens and distribute those funds as outlined in the PPSA and PAA. All net proceeds, funds, collections, and other distributions derived from the HOA Liens ("Net Proceeds"), after paying agreed-upon costs as outlined in the PAA (or subsequent property management agreements, if any) (subject, however, to the next sentence) when the underlying real properties have been foreclosed upon or in any other manner (e.g., lump sum, periodic, or other payments by the HOA Lien obligors), shall be distributed 65% to Omni and 35% to PrenPoinciana until such time as Omni has received payment in full for the Omni Loan (including any advances, interest and other amounts due, under the terms of its loan documents with 1<sup>st</sup> 100). 1<sup>st</sup> 100 shall have no right whatsoever to receive any distributions from the assessments comprising the collateral whatsoever (including fees, charges, out-of-pocket reimbursements, sums payable to it or its affiliates for managerial, consulting, or other expenses, etc.) until Omni has received payment in full for the Omni Loan. Any such distributions which 1<sup>st</sup> 100 receives shall instead be immediately reported to, and forwarded to, Omni. Omni specifically recognizes that there are certain delinquent assessments for the time periods 2014 and 2015, outside of this Agreement, that comprise part of the same lien pool, which are not part of the collateral, and which are not subject to this Agreement. If 1<sup>st</sup> 100 fails to immediately (i.e., within three (3) business days) forward such distributions onward, then it shall be liable to Omni for treble the amount of such withheld distribution. In this Agreement, "business day" has the meaning set forth in the Loan Agreement.
4. **Properties Acquired from Foreclosure of HOA Liens.** Omni (in cooperation with PrenPoinciana, if required under another Loan Document) endeavors to use reasonable efforts to plan for the foreclosure of real properties that are the subject of the HOA liens and the HOA Liens acquired by PrenPoinciana pursuant to the PPSA, including by potentially:

- (i) negotiating in good faith a tenant-in-common agreement, substantially in compliance with the terms of the PPSA (as may be further amended, or unless the tenant-in-common agreement fell outside the scope and coverage of the PPSA),, with PrenPoinciana and 1<sup>st</sup> 100 which will govern ownership of such properties after McCabe consummates any foreclosure action, and
- (ii) locating and hiring a reputable, qualified property manager in the area where such properties are located to manage such properties post-foreclosure.

Among other things, the waiver and release by 1<sup>st</sup> 100 of all of its managerial and control rights (pursuant to Paragraph 6) means that 1<sup>st</sup> 100 will in no way directly or indirectly interfere with, obstruct, undermine, or otherwise impact on Omni's actions in this Paragraph 4 solely during this forbearance period, or any subsequent period of default under the Loan Documents or this Agreement.

**5. Cash Consideration and Advances.**

**A. Loan Payments.**

- (1) As consideration owed by 1<sup>st</sup> 100 to Omni for the granting of the forbearance, 1<sup>st</sup> 100 shall pay Omni or cause to be paid to Omni by a third party, within 5 business days of the Effective Date the sum of Two Hundred and Seventy Thousand Five Hundred U.S. Dollars (\$270,500). The making of such payment shall be a condition precedent to its being entitled to the forbearance herein. That payment constitutes partial payment of principal, interest, and other amounts due under the Omni Loan (to be booked by Omni in its sole and absolute discretion, and which may be booked against a loan tranche disbursed in 2015). Upon delivery, such funds no longer constitute an asset of 1<sup>st</sup> 100.
- (2) All outstanding interest payments due but not paid by 1<sup>st</sup> 100 through December 31, 2015 (without taking into consideration the acceleration of the Omni Loan) shall be immediately due and payable as a balloon payment upon conclusion of the forbearance period (as it may be extended pursuant to subsequent agreements, if any).

**B. Advances.**

- (1) The Parties agree that Omni will move forward and accelerate the legal actions required to foreclose on the underlying HOA Liens or otherwise pursue collection efforts from the HOA Lien debtors, and this will require additional advances of cash on the part of the Parties and/or PrenPoinciana. Such advances shall be made to McCabe as a refundable retainer for his services, with instructions for McCabe to deposit the same in a trust account and remain segregated from his or the law firm's personal accounts.
- (2) 1<sup>st</sup> 100 will use best efforts to make such an advance within Thirty (30) days of the Effective Date (and if 1<sup>st</sup> 100 has such funds, as reflected in the financial statements delivered under Paragraph 7, it shall make such advance). The amount of such advance shall be Two Hundred and Fifty Thousand U.S. Dollars (\$250,000.00). That advance constitutes monetary consideration owed by 1<sup>st</sup> 100 to Omni for the granting of the forbearance, and is not a pay-down of principal, interest, and other amounts due under the Omni Loan. Upon delivery, such funds no longer constitute an asset of 1<sup>st</sup> 100. Notwithstanding, such funds shall be repaid by McCabe as first dollars paid out of collections of legal fees and costs, in that amount as may have been advanced by 1<sup>st</sup> 100, subject to the terms of the PPSA.

(3) Subsequent advances shall be agreed upon in good faith by the Parties from time to time, in each Party's sole discretion. Any future forbearances (if any) will require additional cash payments and/or advances by 1<sup>st</sup> 100.

(4) Omni has the right, but not an obligation, at any time, at its sole discretion, to make such further advances as it deems desirable or appropriate. Any such funds shall be repaid by McCabe as first dollars paid out of collections of legal fees and costs, in that amount as may have been advanced by Omni, subject to the terms of the PPSA. If there are outstanding advances under both Paragraph 5.B.2 (by 1<sup>st</sup> 100) and this 5.B.4 (by Omni), and preferred payouts are permissible under the PPSA, then the advances would be paid off Pari-Passu with distributions in proportion to each parties unpaid advance..

6. **Management/Oversight of HOA Liens.** As a condition precedent to the forbearance herein, with immediate effect upon execution of this Agreement, Omni will take and assume for any forbearance period or any subsequent period of default under the Loan Documents or this Agreement, the entire position of 1<sup>st</sup> 100 as far as the management duties as outlined in the PPSA and the PAA with respect to the HOA Liens. 1<sup>st</sup> 100 will not in any respect or manner whatsoever seek to exercise any direct or indirect management duties or control over the HOA Liens or Net Proceeds derived therefrom. 1<sup>st</sup> 100 will not attempt to or give any instructions to McCabe without the prior written consent (for which email notification and approval constitutes written consent) and knowledge of Omni, and for which instructions Omni will have authority to decline. 1<sup>st</sup> 100 will make itself fully available (without undue delay) to Omni for advice, consultation, and other cooperation, if and to the extent requested by Omni from time to time. Omni will be the designated manager and have the final decision on any and all matters, except for those requiring Joint Direction as provided in Section 3.03 of the PAA or subsequent property management agreements, if any, which Joint Direction matters may require PrenPoinciana's input. 1<sup>st</sup> 100 hereby waives during this forbearance period any and all Lead Direction rights (and/or other forms of managerial control) it may otherwise have with respect to the assessments serving as collateral for the Loan, during the full term of the Forbearance period. All parties have an intent to work in good faith to enter into an agreement with McCabe, in a form and substance with which McCabe and all Parties are comfortable, that provides for McCabe's ability to perform periodic distributions pursuant to all Agreements without the need for signature by any party, and for which no party may interfere. 1<sup>st</sup> 100 is solely responsible for obtaining any consents necessary from, or giving any necessary notices to, third parties to make this waiver of its managerial control immediately valid and effective.

7. **Financial Statements & Reporting.**

- A. As a condition of the forbearance herein, simultaneous with its execution of this Agreement, 1<sup>st</sup> 100 will deliver to Omni with a current, up-to-date balance sheet along with an updated status of all properties secured by Omni deeds of trust including ownership, liens, legal actions both for claims against the property as well as actions to clear title, rental status or other issues that may adversely affect title or value of the property. This report including the balance sheet would be updated every 60 calendar days thereafter during the term of the forbearance. 1<sup>st</sup> 100 shall also provide Omni with year and, 2015 financial statements for both 1<sup>st</sup> 100 and 1<sup>st</sup> 100 Holdings on or before January 31, 2016. Additionally, during the forbearance period and any period during which an event of default under the loan documents is continuing and within thirty (30)

days of a written demand by Omni, 1<sup>st</sup> 100 will provide any other financial statements, accounting reports, and documents described in Section 5.2 of the Loan Agreement.

- B. All financial statements and other information delivered by 1<sup>st</sup> 100 and the Guarantors prior to and pursuant to this Agreement are and will be true and correct, fairly present the financial condition of 1<sup>st</sup> 100 and the Guarantors, and have been prepared in accordance with sound accounting principles, consistently applied. When requested by the Lender, 1<sup>st</sup> 100 and the Guarantors will give Omni access to and permit Omni and to inspect, examine, copy and make excerpts from all books, records and documents relating to the financial condition and business affairs of 1<sup>st</sup> 100 and the Guarantors. Under no circumstances will Omni be liable to 1<sup>st</sup> 100 and/or the Guarantors for the use made of information provided by 1<sup>st</sup> 100 and the Guarantors, however, Omni agrees to keep strictly confidential and private any and all such information so provided by 1<sup>st</sup> 100 in accordance with Section 11.10 of the Loan Agreement.

8. New Security.

- A. To secure the prompt payment and performance in full when due of the Obligations (as defined in the Security Agreement), 1<sup>st</sup> 100 hereby grants to Omni a first-priority security interest in, a lien on, and pledge and collateral assignment of, the new and additional collateral listed in Exhibit A hereto, which lists, for each real property, (i) the County and State; (ii) Assessor Parcel No. (or similar governmental identifier); (iii) Street Address; and (iv) reasonable, estimated fair market value and with equity of not less than \$500,000 as of the Effective Date (with supporting appraisals, if available or in 1<sup>st</sup> 100's possession). 1<sup>st</sup> 100 shall deliver to Omni within ten (10) business days of the Effective Date a signed, notarized deed of trust, mortgage or similar document for each property listed in Exhibit A, in form and substance (i) reasonably satisfactory to Omni and (ii) immediately suitable for recording. Omni shall be freely entitled to cause that document to be recorded.
- B. If any such secured interest cannot be timely provided (and Omni consents to the replacement, in Omni's sole and absolute discretion), or such property is lost or alternatively adjudicated as not having adequate equity, then 1<sup>st</sup> 100 agrees to immediately (within five (5) business days) replace such additional collateral with real property of equivalent or greater value.
- C. In any Settlement relating to the Omni collateral that may be consummated, Omni reserves the right to seek agreement with 1<sup>st</sup> 100 and/or the third party entering into the Settlement for a carve-out of collateral from that transaction, or assignment of a minor interest, either to provide security for payment of Omni's 5% interest in the Net Proceeds as a "contingent additional interest" under the Omni Loan documents, to be remitted to its servicing agent, or in lieu of that interest.
- D. In the event Omni sells its interest in the loan to Greg Durroch or affiliate company and the sale includes Omni's 5% contingent interest, then 1<sup>st</sup> 100 agrees to pay Omni an amount equal to the 5% contingent interest provided for in the Omni Loan Documents, from 1<sup>st</sup> 100's share of any proceeds from the HOA Liens as provided for under the PPSA and to secure this payment by security agreement and UCC-1 filing or by retaining an interest in the existing security agreement and UCC-1 filing by agreement with Greg Durroch.

9. **Representations, Warranties, and Covenants.** 1<sup>st</sup> 100 and the Guarantors hereby represent, warrant, and covenant to Omni as follows, with effect as of the Effective Date:
- A. This Agreement is duly-authorized, valid, binding, and enforceable against 1<sup>st</sup> 100 and the Guarantors in accordance with its terms. The execution, delivery and performance of this Agreement and consummation of the contemplated transaction will not conflict with any law, statute or regulation to which 1<sup>st</sup> 100 or any Guarantor is subject or any judgment, license, order or permit applicable to or any Guarantor, or any indenture, mortgage, deed of trust or other instrument to which or any Guarantor is subject. No consent, approval, authorization or order of any court, governmental authority or other person is required in connection with the execution, delivery or performance by 1<sup>st</sup> 100 or any Guarantor of this Agreement. To the best of 1<sup>st</sup> 100's knowledge and belief no litigation, investigation or governmental proceeding is pending or, to the knowledge of 1<sup>st</sup> 100 or any Guarantor, threatened against or affecting 1<sup>st</sup> 100 or any Guarantor or the secured property and might result in a material adverse effect on the same, except as listed in Exhibit B.
  - B. 1<sup>st</sup> 100 and the Guarantors will immediately (and in no event later than 48 hours) deliver notice to Omni of any new event of default by 1<sup>st</sup> 100 or any Guarantor under the Loan Documents or this Agreement.
  - C. 1<sup>st</sup> 100 and Guarantors have no intent to, and 1<sup>st</sup> 100 and Guarantors agree not to (i) file any voluntary petition under any Chapter of the Bankruptcy Code, Title 11, U.S.C.A. ("Bankruptcy Code"), or in any manner to seek any proceeding for relief, protection, reorganization, liquidation, dissolution or similar relief for debtors under any local, state, federal or other insolvency law or laws providing relief for debtors ("Debtor Proceeding"), or (ii) directly or indirectly cause any involuntary petition under any Chapter of the Bankruptcy Code to be filed against 1<sup>st</sup> 100 or any Guarantor, or (iii) directly or indirectly cause any secured collateral or any portion or any interest of 1<sup>st</sup> 100 in the same to become the property of any bankrupt estate or the subject of any Debtor Proceeding. 1<sup>st</sup> 100 and Guarantors acknowledge that the filing of any petition or the seeking of any relief in a Debtor Proceeding by 1<sup>st</sup> 100 or any Guarantor, whether directly or indirectly, would be in bad faith and solely for purposes of delaying, inhibiting or otherwise impeding the exercise by Omni of its rights and remedies in respect of the Default or upon the occurrence of an additional default by 1<sup>st</sup> 100 or Guarantors and the secured property pursuant to the Loan Documents in equity or at law. Should 1<sup>st</sup> 100 or any Guarantor become the subject of any Debtor Proceeding, voluntary or involuntary, under any present or future law or act (including, without limitation, the Bankruptcy Code), Omni shall be and is entitled to the automatic and absolute lifting of any automatic stay as to the enforcement of its remedies under the Loan Documents and against 1<sup>st</sup> 100, any Guarantor and any and all property encumbered by the Loan Documents. Without limiting the foregoing, Omni shall be and is entitled to relief from the stay imposed by Section 362 of the Bankruptcy Code, as amended, in any bankruptcy proceedings.
  - D. 1<sup>st</sup> 100 and Guarantors acknowledge that Omni is under no obligation to make any further disbursements or advances of the Omni Loan.

- E. 1<sup>st</sup> 100 and Guarantors acknowledge that they have no claim, demand or cause of action of any kind against Omni or any of its agents, principals, loan partners, employees, and counsel, and that they have no right of offset against Omni. 1<sup>st</sup> 100 and Guarantors have not previously assigned or transferred to any third party any such claim, demand or cause of action. In the event any such claims might exist, whether known to 1<sup>st</sup> 100 and Guarantors or unknown, or accrued or unaccrued, or arising in law or equity, as part of the consideration for the entry of this Agreement, on behalf of themselves, their assigns, agents, heirs, and representatives, 1<sup>st</sup> 100 and Guarantors do hereby unconditionally and irrevocably waive, discharge, and release any and all such claims, demands and causes of action. The foregoing release is specifically intended to apply to all acts or omissions of Omni occurring prior to the date of this Agreement.
- F. The Guarantors consent to the terms, conditions and provisions of this Agreement and the transactions contemplated herein. Guarantors reaffirm the full force and effectiveness of the Guaranties in connection with the Omni Loan, as well as their acknowledgment that their obligations under the Guaranties are separate and distinct from those of 1<sup>st</sup> 100 on the Omni Loan.
10. **Remedies.** If Omni deems a further breach of the Loan Documents or this Agreement to have occurred, and Omni delivers to 1<sup>st</sup> 100 written notice thereof, then 1<sup>st</sup> 100 shall a five (5) business day period to cure the same (except for a monetary default under Paragraph 5.A.1, in which event no cure period applies). If no cure period applies or the cure period expires, or this Agreement expires or is terminated, Omni, at Omni's option, may: (a) terminate the forbearance, whereupon the liabilities of 1<sup>st</sup> 100 and the Guarantors will immediately be due and payable upon notice of intention to terminate forbearance; and/or (b) without notice of default or demand (except for notice under the first sentence of this Paragraph, if applicable), pursue and enforce any of Omni's rights and remedies against 1<sup>st</sup> 100, any Guarantor or any secured collateral as provided in the Loan Documents, at law or in equity, including with respect to the Default.
11. **Miscellaneous.**
- A. *PPSA/PAA Amendments.* If requested by Omni, 1<sup>st</sup> 100 will enter into one or more separate amendments to the PPSA, PAA, or any other Loan Document to give effect to this Agreement.
- B. *No Partnership; No Third Party Beneficiaries.* Nothing herein is deemed to form a partnership between the Parties, nor a joint venture, principal/agent, or similar relationship. The Parties are in a cooperative effort to restore the Omni Loan to performance and resolve their legal issues. Nothing herein is intended to, nor shall be deemed to, create any third-party beneficiary rights in any non-Party, including without limitation PrenPoinciana, PCM, or McCabe.
- C. *Cross-Reference.* The provisions of Sections 9, 10, and 11 of the Loan Agreement apply herein (and are hereby incorporated by reference), as the context requires, provided, however, that:
- (i) Any direct or indirect reference in such provisions to a non-Party to this Agreement (including McCabe) shall not apply to this Agreement. For example,

no notice hereunder would be delivered to McCabe (unless otherwise required by some other agreement to which McCabe is a party).

- (ii) All notices to Omni shall be copied to: Howard & Howard Attorneys, PLLC, Attention: Mark Gardberg/Robert Hernquist, 3800 Howard Hughes Parkway, 10<sup>th</sup> Floor, Las Vegas, NV 89169.
- (iii) All notices to 1<sup>st</sup> 100 shall be delivered to: Jay Bloom at 11920 Southern Highlands Pkwy, 2<sup>nd</sup> Floor, Las Vegas, NV 89141, with a copy to Weil & Drage, Attention: Neil Durrant. 1<sup>st</sup> 100's current email address for notices is: jlbloom@f100llc.com.

- D. *No Waiver/Release.* Nothing herein shall constitute a waiver or release by Omni of any of its rights under the Loan Documents, except to the limited extent of Omni temporarily forbearing on the relevant Enforcement Actions as contemplated herein, subject to satisfaction of all conditions precedent thereto. Nothing herein alters Omni's rights under the Loan Documents except as expressly stated herein. 1<sup>st</sup> 100 acknowledges and agrees that it remains unconditionally obligated to repay the Omni Loan in full, in accordance with the terms set forth in the Loan Documents, which remain in full force and effect (unless expressly modified herein).
- E. *Attorneys' Fees.* In any dispute relating to this Agreement, the prevailing Party (meaning the Party which is victorious on the main issue or issues) shall be reimbursed by the non-prevailing Party for all of its attorneys' fees and costs (whether an Enforcement Action is or is not commenced).
- F. *Timing.* Time is of the essence in this Agreement.

*[The rest of this page is intentionally blank, and the signature page follows.]*



[Signature Page to Forbearance Agreement]

**Omni Financial, LLC,**  
a California limited liability company

**First 100, LLC,**  
a Nevada limited liability company


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Name: Jay Bloom  
Title: Manager  
Date: 12/18/15

Acknowledged and agreed by the Guarantors:

**1<sup>st</sup> One Hundred Holdings LLC**


**Jay Bloom**


By:   
Name: Jay Bloom  
Title: Manager  
Date: 12/18/15

By:   
Name: Jay Bloom  
Date: 12/18/15

**Matthew Farkas**

**Chris Morgando**

By:   
Name: Matthew Farkas  
Date: 12/18/2015

By:   
Name: Chris Morgando  
Date: 12/18/2015

**Carlos Cardenas**

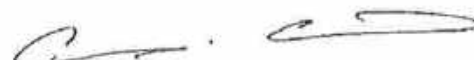
By:   
Name: Carlos Cardenas  
Date: 12/18/15

EXHIBIT A  
**NEW COLLATERAL.**  
**(Paragraph 8.A)**

EXHIBIT B

**MATERIAL LITIGATION, PROCEEDINGS, OR INVESTIGATIONS**

**(Paragraph 9.A)**

**FORBEARANCE AGREEMENT  
ADDENDUM ONE**

This Addendum is attached to and made a part of that certain Forbearance Agreement ("Agreement") executed by and between Omni Financial, L.L.C., a California limited liability company ("Omni"), and First 100, L.L.C., a Nevada limited liability company ("1<sup>st</sup> 100"), (collectively, the "Parties"), to modify conditions precedent to the forbearance and the Effective Date.

**RECITALS**

A. The Parties hereby acknowledge and agree that there were requirements under the Agreement that 1<sup>st</sup> 100 was to have provided to Omni at the time of execution of the Agreement a 1<sup>st</sup> 100 balance sheet, a report on the status of all properties secured by Omni deeds of trust and a list of properties to serve as New Security pursuant to Paragraph 8 of the Agreement.

B. Due to the desire of the Parties to expedite the execution of the Agreement 1<sup>st</sup> 100 was only able to provide the 1<sup>st</sup> 100 Balance Sheet in a timely manner however the Parties do not wish to consider this to be breach of the Agreement

**AGREEMENT**

Now therefore the Parties agree as follows:

1. The Forbearance Agreement is in full force and effect as of the Effective Date of December 18, 2015.

2. The Agreement was deemed effective as of its execution and was binding as of then, but All conditions precedent in the Agreement, including those requirements in Recital A. above, are now considered conditions precedent to the forbearance to be provided and complied with as now agreed to on or before the close of business on December 28<sup>th</sup> 2015, ( except for transfer of managerial control which was effective at execution, however because of the potential sale of the Omni note to a third party the parties wish to avoid unnecessary confusion with McCabe and are in agreement that Omni will not openly exercise those rights until December 28<sup>th</sup> 2015), and failure to do so in a timely manner would be deemed a further breach of the Loan Documents and this Agreement and pursuant to Paragraph 10 of the Agreement such breach shall be treated the same as a monetary default under Para 5. A.1. in which event no notice or cure period is required.


3. All other terms and conditions to remain the same.


*[The rest of this page is intentionally blank, and the signature page follows.]*

[Signature Page to Addendum One to Forbearance Agreement]

**Omni Financial, LLC,**  
a California limited liability company

**First 100, LLC,**  
a Nevada limited liability company

By:   
Name: MARTIN BOONE  
Title: MANAGER  
Date: 12-22-15


By:   
Name: Jay Bloom  
Title: Owner  
Date: 12/21/15

Acknowledged and agreed by the Guarantors:

**1<sup>st</sup> One Hundred Holdings LLC**


**Jay Bloom**


By:   
Name: Jay Bloom  
Title: Owner  
Date: 12/21/15

By:   
Name: Jay Bloom  
Date: 12/21/15

**Matthew Farkas**

**Chris Morgando**

By:   
Name: Matthew Farkas  
Date: 12/21/2015

By:   
Name: Chris Morgando  
Date: 12/21/15

**Carlos Cardenas**


By:   
Name: Carlos Cardenas  
Date: 12/21/2015

EXHIBIT “A-14”

EXHIBIT “A-14”

**Omni Financial LLC**

Attn: Martin Boone  
1260 41<sup>st</sup> Ave Suite O  
Capitola, CA 95010  
Tel. No. (831) 464-5013  
Fax No. (831) 462-1618

**PrenPoinciana, LLC**

Attn: M. Zimmerman; M. Ciampi  
100 West Putnam Avenue, Slagle House  
Greenwich, CT 06830  
Tel. No. (212) 756-8048  
Fax No. (212) 756-1480

**NOTIFICATION OF DISPOSITION OF COLLATERAL**  
**Pursuant to Fla. Statutes Chapter 670 and NRS Chapter 104**

To: Persons / Entities listed in Exhibit A hereto

Subject: UCC Sale of Collateral

Debtor: **First 100, LLC**, a Nevada limited liability company ("Borrower")

In Reference to: that certain Security Agreement between Omni Financial, LLC and First 100, LLC dated May 27, 2014 and accompanying security instruments, including deeds of trusts and UCC-1 filings in Nevada (#2014013360-8) and Florida (#201401513040)

(*inter alia*)

that certain Proceeds Purchase and Sharing Agreement (the "Proceeds Purchase and Sharing Agreement") between PrenPoinciana, LLC and First 100, LLC dated February 2, 2015 and accompanying security instruments, including deeds of trusts and a UCC-1 filing in Nevada (#2015004368-5)

1. Pursuant to the Uniform Commercial Codes of Florida and Nevada, the undersigned secured party is going to dispose of its Collateral as indicated by the checked box:

☒ **PUBLIC DISPOSITION:**

We will sell the Collateral described below at public sale to the highest qualified bidder. To qualify as a bidder, contact Kimberlee Kay at (831) 464-5013. A sale could include a lease or license. The sale will be held as follows:

Day and Date: Thursday, January 21, 2015

Time: 10:00 a.m.

Place: Howard & Howard Attorneys, PLLC,  
3800 Howard Hughes Parkway, 10<sup>th</sup> Floor  
Las Vegas, NV 89169

You may attend this public sale and bring bidders if you want.

The "Collateral" consists of the following:

ALL OF BORROWER'S PRESENT AND FUTURE RIGHT, TITLE AND INTEREST IN AND TO ANY OF THE PERSONAL PROPERTY OF BORROWER, WHETHER SUCH PROPERTY IS NOW EXISTING OR HEREAFTER CREATED, ACQUIRED OR ARISING AND WHEREVER LOCATED FROM TIME TO TIME, INCLUDING, WITHOUT LIMITATION: ACCOUNTS, CHATTEL PAPER, INCLUDING ELECTRONIC CHATTEL PAPER, DEPOSIT ACCOUNTS, DOCUMENTS, EQUIPMENT, FIXTURES, FARM PRODUCTS, GENERAL INTANGIBLES, GOODS, INSTRUMENTS, INVENTORY, INVESTMENT PROPERTY, LETTER OF CREDIT RIGHTS, PAYMENT INTANGIBLES AND SUPPORTING OBLIGATIONS, PROCEEDS FROM THE COLLECTION OF HOMEOWNER ASSOCIATION RECEIVABLES, INCLUDING, BUT NOT LIMITED TO THE RECEIVABLES OF POINCIANA HOMEOWNERS ASSOCIATION, AND TO THE EXTENT NOT OTHERWISE INCLUDED, ALL ACCESSIONS, PRODUCTS AND PROCEEDS OF THE FOREGOING

The Collateral will be disposed of on an "AS IS, WHERE IS" basis, with all defects, and without any warranties of quality, fitness or merchantability. Prospective buyers are responsible to conduct their own investigation regarding the Collateral.

2. Creditor reserves the right: to withdraw any of the Collateral from the auction at any time and without notice; to postpone and re-notice the time and date of the auction by oral announcement; and/or to make credit bids at the sale or any continuance thereof. If competing offers with different terms and conditions are submitted, Creditor will determine which offers will be accepted, and its decision in this regard shall be final.

3. You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell or lease or license, as applicable for a charge of \$25.00. You may request an accounting by calling Kimberlee Kay at (831) 464-5013.

4. You may have a right to redeem the Collateral at any time before its disposition by paying us the full amount you owe, including expenses and attorneys' fees. To learn the exact amount you must call Kimberlee Kay at (831) 464-5013. For purposes of clarity, PrenPoinciana, LLC purchased rights to certain proceeds from the receivables of the Poinciana Homeowners Association and any liens related thereto pursuant to the Proceeds Purchase and Sharing Agreement and such rights are not subject to redemption.

Notification Date: January 8, 2016

Omni Financial LLC  
Attn: Martin Boone  
1260 41<sup>st</sup> Ave Suite O  
Capitola, CA 95010

PrenPoinciana, LLC  
Attn: M. Zimmerman; M. Ciampi  
100 West Putnam Avenue, Stage House  
Greenwich, CT 06830



EXHIBIT A

**Debtor (and Guarantors and Affiliates):**

First 100, LLC  
11920 Southern Highlands Pkwy., 2<sup>nd</sup> Floor  
Las Vegas, NV 89141  
Attention: John LaSalla, Jay Bloom

*[First 100, LLC's counsel]*  
Weil & Drage  
Attention: Neil Durrant  
2500 Anthem Village Drive  
Henderson, NV 89052

*[Guarantors]*  
1<sup>st</sup> One Hundred Holdings LLC; Jay Bloom  
Matthew Farkas; Chris Morgando; and Carlos  
Cardenas  
c/o First 100, LLC  
11920 Southern Highlands Pkwy., 2<sup>nd</sup> Floor  
Las Vegas, NV 89141

*[Affiliate]*  
1<sup>st</sup> One Hundred Holdings LLC  
11920 Southern Highlands Pkwy., 2<sup>nd</sup> Floor  
Las Vegas, NV 89141

**Potential Creditors:**

Greg Darroch  
Kal-Mor-USA, LLC  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

*[Darroch's counsel]*  
Weil & Drage  
Attention: Neil Durrant  
2500 Anthem Village Drive  
Henderson, NV 89052

Colgan Financial Group, Inc.  
265 Post Road West  
Westport, CT 06880

EXHIBIT “A-15”

EXHIBIT “A-15”

Omni Financial LLC  
Attn: Martin Boone  
1260 41<sup>st</sup> Ave Suite O  
Capitola, CA 95010  
Tel. No. (831) 464-5013  
Fax No. (831) 462-1618

**NOTIFICATION OF DISPOSITION OF COLLATERAL  
OF PERSONAL PROPERTY OF FIRST 100, LLC**

**Pursuant to NRS Chapter 104  
(and Fla. Statutes Chapter 670, if applicable)**

To: The persons and entities listed in Exhibit A hereto  
From: Omni Financial, LLC ("First Priority Secured Creditor")  
Subject: UCC Sales of Collateral  
Debtor: **First 100, LLC**, a Nevada limited liability company ("Borrower")  
In Reference to: That certain Security Agreement between Omni Financial, LLC and First  
(*inter alia*) 100, LLC dated May 27, 2014 and accompanying loan and security  
agreements, documents, and instruments, including without limitation the  
UCC-1 filings filed with the Secretaries of State of Nevada (#2014013360-8)  
and Florida (#201401513040) (collectively, the "Loan Documents")

**1. UCC Sale Information.**

Pursuant to the Uniform Commercial Codes of Nevada (and Florida, if applicable), the First Priority Secured Creditor will dispose of and sell the Collateral described below by public disposition/sales (collectively, the "Sales") to the highest qualified bidder as described in this Notification.

**(a) Date/Time/Place.**

The Sales will be held as follows:

Day and Date: Tuesday, April 12, 2016

Time: 1:00 p.m.

Place: Howard & Howard Attorneys, PLLC,  
3800 Howard Hughes Parkway, 10<sup>th</sup> Floor  
Las Vegas, NV 89169

**(b) Contact Information.**

For more information, contact:

Mark J. Gardberg, Esq.  
Howard & Howard Attorneys PLLC  
3800 Howard Hughes Parkway, 10<sup>th</sup> Floor  
Las Vegas, NV 89169  
(702) 667-4842 (Tel.)

(702) 257-1483 (Fax)

mgardberg@howardandhoward.com (Email)

(c) *Participation.*

Members of the public, whether bidding or not, may attend these Sales. The First Priority Secured Creditor reserves the right to bar or remove anyone, including a bidder, who interferes with or materially disrupts a Sale.

(d) *Audio/Video.*

The Sales may, in the First Priority Secured Creditor's discretion, be videotaped, audiotaped, and/or transcribed. By attending the Sales, those present are deemed to agree (i) to have their likeness recorded and (ii) for such recording(s) to be used by the First Priority Secured Creditor for any lawful purpose.

(e) *Pre-qualification.*

All bidders must pre-qualify at least two (2) business days prior to the Sales by showing sufficient funds on deposit to consummate an all-cash sale at the bidders' respective bids, or by providing other reasonable evidence of funds on hand (e.g., a cashier's check or money order for the bidder's maximum bid).

To pre-qualify as a bidder, please contact Mark J. Gardberg, Esq. at the contact information above.

(f) *Lease/License.*

A Sale may include a lease or license.

(g) *Sale Terms; Due Diligence.*

All Collateral will be sold on an "AS IS, WHERE IS" basis, with all defects, and without any warranties of quality, fitness or merchantability. Prospective buyers are responsible for conducting their own due diligence inquiries and investigation regarding the Collateral, at each such bidder's sole cost and expense.

The First Priority Secured Creditor is not in possession of any Collateral, most of which is intangible (other than the First Priority Secured Creditor's constructive possession, if at all, of the intangible 2013 Poinciana HOA Liens/Receivables/Proceeds) and thus has little to no information about virtually all items of Collateral. The First Priority Secured Creditor has no ability to make repairs to or otherwise prepare the Collateral for Sale. The First Priority Secured Creditor makes no representations whatsoever as to whether any Collateral is perishable, lacks significant or expected value, has suffered waste or other damage, and/or is subject to any third-party claims or liabilities.

For due diligence purposes, a bidder's best source of information will likely be (i) the Borrower, whose contact details appear in Exhibit A; or (ii) Poinciana HOA (with respect to Sales #1, 2, and 3), whose contact details also appear in Exhibit A.

(h) *Collateral.*

The First Priority Secured Creditor currently contemplates conducting eight separate Sales. The "Collateral" to be sold in these Sales consists of the following:

**Sale #1** (2013 Poinciana HOA Liens/Receivables/Proceeds):

All of Borrower's present right, title, and interest in and to the Homeowner Association liens, receivables, lien/receivable proceeds, and related assets (collectively, the "Liens/Receivables/Proceeds") acquired from, or held by Borrower and relating to, the Association of Poinciana Villages, Inc. having an address at 401 Walnut Street, Poinciana, FL 34759 ("Poinciana HOA"), relating to calendar year 2013 and being the subject of the litigation in the U.S. District Court for the District of Nevada, Cases No. 2:16-cv-00099 and 2:16-cv-00109, including without limitation all accessions, products, and proceeds of the foregoing (such as title, management rights, foreclosure rights, transferable powers of attorney, and options or other rights to acquire future 2013 Poinciana Liens/Receivables/Proceeds).

According to the Borrower (without any independent investigation by the First Priority Secured Creditor), as of January 27, 2016, there were 1,361 Poinciana HOA liens/receivables "owned by [Poinciana HOA] for which certain beneficial interest in distinct portions of proceeds realized are owned by [Borrower]. These liens represent a potential assignment to [Borrower] of beneficial interest in the amount of \$5,767,367.78, should all liens pay their obligations."

For this particular Sale, the Sale includes not just Liens/Receivables/Proceeds owned directly by Borrower and described above, but also any such personal property which is indirectly owned (through, for example, Borrower's equity interest in or beneficial ownership of a subsidiary or affiliate which owns such Liens/Receivables/Proceeds, or its contractual right to any back-end or percentage interest in proceeds derived from such Liens/Receivables/Proceeds).

**Sale #2** (2014, 2015, and 2016 Poinciana HOA Liens/Receivables/Proceeds):

All of Borrower's present right, title, and interest in and to the Homeowner Association Liens/Receivables/Proceeds acquired from, or held by Borrower and relating to, the Poinciana HOA, relating to calendar years 2014 and 2015 and being the subject of the litigation in the U.S. District Court for the District of Nevada, Cases No. 2:16-cv-00099 and 2:16-cv-00109, including without limitation all accessions, products, and proceeds of the foregoing (such as title, management rights, foreclosure rights, transferable powers of attorney, and options or other rights to acquire future 2014 and 2015 Poinciana HOA Liens/Receivables/Proceeds).

For this particular Sale, the Sale includes not just Liens/Receivables/Proceeds owned directly by Borrower and described above, but also any such personal property which is indirectly owned (through, for example, Borrower's equity interest in or beneficial ownership of a subsidiary or affiliate which owns such Liens/Receivables/Proceeds, or its contractual right to any back-end or percentage interest in proceeds derived from such Liens/Receivables/Proceeds).

**Sale #3** (All Other HOA Liens/Receivables/Proceeds)

All of Borrower's present right, title, and interest in and to any and all Homeowner Association Liens/Receivables/Proceeds acquired from, or held by Borrower and relating to, (i) Poinciana HOA (but which is not already the subject of Sale #1 or #2 above), including those relating to calendar year 2016; and (ii) any other homeowners association, wherever located, for any calendar years, including without limitation all accessions, products, and proceeds of the foregoing (such as title, management rights,

foreclosure rights, transferable powers of attorney, and options or other rights to acquire future 2014, 2015, and 2016 Poinciana HOA Liens/Receivables/Proceeds).

For this particular Sale, the Sale includes not just Liens/Receivables/Proceeds owned directly by Borrower and described above, but also any such personal property which is indirectly owned (through, for example, Borrower's equity interest in or beneficial ownership of a subsidiary or affiliate which owns such Liens/Receivables/Proceeds, or its contractual right to any back-end or percentage interest in proceeds derived from such Liens/Receivables/Proceeds).

**Sale #4** (Accounts; Deposit Accounts; Cash)

All of Borrower's present right, title, and interest in and to accounts, deposit accounts, cash, petty cash, trust accounts, and other deposits of funds held by or in the name of Borrower, wherever located from time to time, in any bank, credit union, financial institution, landlord, or other private or public holder of Borrower funds (including without limitation Bank of America, TD Waterhouse, the Borrower's attorneys' trust accounts, and the Borrower's landlords [for prepaid rents]), and to the extent not otherwise included, all accession, products and proceeds of the foregoing.

**Sale #5** (Office Equipment)

All of Borrower's present right, title, and interest in and to Borrower's computers, printers, telephones, fax machines, jewelry/art, office equipment, furniture, furnishings, and fixtures (to the extent not a part of the real property where such fixtures are located), wherever located, and to the extent not otherwise included, all accession, products and proceeds of the foregoing.

**Sale #6** (Choses in Action)

All of Borrower's present right, title, and interest in and to all choses in action, including without limitation its interest in (i) all state and federal court actions to which Borrower is a party and in which Borrower has a claim or counterclaim; and (ii) all actions, demands, and claims which are not yet the subject of any legal action; whether any such chose in actions has been reduced to a judgment or not, or become due via a legal settlement.

**Sale #7** (Accounts Receivables, Notes, and Obligations Due to Borrower)

All of Borrower's present right, title, and interest in and to indebtedness owed by any other person or entity to Borrower, including without limitation: outstanding capital calls/member investments, employee advances, sums due on notes or loan agreements by Borrower's debtors (including Mr. Bloom and Mr. Gordon), and to the extent not otherwise included, all accession, products and proceeds of the foregoing.

**Sale #8** (Catch-All Sale of Existing Personal Property)

All of Borrower's present right, title, and interest in and to any and all of the existing personal property of Borrower-- but not (i) Borrower's real property and (ii) any personal property sold in one of the other Sales that is the subject of this Notification--which personal property is now existing, wherever located from time to time, including without limitation: accounts, chattel paper, including electronic chattel paper, cash, deposit accounts, documents, equipment, fixtures, farm products, general intangibles, goods, instruments, inventory, investment property, letter of

credit rights, payment intangibles and supporting obligations, proceeds, and to the extent not otherwise included, all accession, products and proceeds of the foregoing.

For the avoidance of doubt, this Sale does not include Borrower's future right, title, and interest in and to any and all of the future personal property of Borrower (hereafter created, acquired or arising), which the First Priority Secured Creditor reserves the right to foreclose upon in the future.

**2. Reservations of Creditor's Rights.**

The First Priority Secured Creditor reserves the right:

- (a) to establish reasonable rules and regulations regarding the bidding process;
- (b) to change the order of the Sales, regardless of how this Notification lists and describes the Sales in Section 1 above;
- (c) to sub-divide each Sale into multiple Sales, with certain Sales only concerning specific items or classes of Collateral, regardless of how this Notification lists and describes the Sales in Section 1 above;
- (d) to join multiple items or classes of Collateral into a single Sale, regardless of how this Notification lists and describes the Sales in Section 1 above;
- (e) to withdraw any of the Collateral from a Sale at any time and without notice, even after bidding in that Sale has begun, including if so ordered by a court of competent jurisdiction;
- (f) to postpone the time and date of any Sale by oral announcement (without having to re-notice the Sale);
- (g) to cancel any Sale by oral announcement (in which event, any future Sale would be re-noticed);
- (h) to permit bidding by telephone, internet, or other electronic media;
- (i) to make credit bids at any Sale up to the full outstanding amount due under the Loan Documents (including principal, interest, penalties, late fees, and other applicable charges);
- (j) to determine, if competing bids/offers with different terms and conditions are submitted, which bid(s)/offer(s) will be accepted;
- (k) to announce changes or additions to these reservations of rights prior to commencement of the Sales; and/or
- (l) to accept a bid with a lower cash amount if, based on the First Priority Secured Creditor's analysis and consideration of the non-monetary terms and conditions attached to the relevant bids. However, if all bids are cash-at-closing bids, with no additional terms, the First Priority Secured Creditor will select the highest bid submitted by the qualified bidders.

The First Priority Secured Creditor's decision as to all issues above shall be binding and final.

3. **Borrower's Accounting Right.**

You are entitled to an accounting of the unpaid indebtedness secured by the property that the First Priority Secured Creditor intends to sell (or lease or license, as applicable), for a charge of U.S.\$25.00. You may request an accounting by calling Kimberlee Kay at (831) 464-5013.

4. **Borrower's Redemption Right.**

You may have a right to redeem the Collateral at any time before its disposition by paying us the full amount you owe under the Loan Documents, including expenses and attorneys' fees. To learn the exact amount, call Kimberlee Kay at (831) 464-5013.

5. **Publication.**

An abridged version of this Notification may be published in one or more general-circulation and legal newspapers in Las Vegas, Nevada and Central Florida.

6. **Maximizing Proceeds.**

If you have any commercially reasonable suggestions for publicizing and marketing the Sales, increasing bidder turnout, notifying other potentially interested bidders, or implementing any other steps to maximize the Sale proceeds, please send them in writing to Mark J. Gardberg, Esq. at the email address above.

Notification Date: April 1, 2016

Omni Financial LLC

  
Name: Martin Boone



EXHIBIT A

**Borrower, Guarantors, and Affiliates:**

First 100, LLC  
11920 Southern Highlands Pkwy., 2<sup>nd</sup> Floor  
Las Vegas, NV 89141  
Attention: John LaSalla, Jay Bloom

1<sup>st</sup> One Hundred Holdings LLC; Jay Bloom  
Matthew Farkas; Chris Morgando; and Carlos  
Cardenas  
c/o First 100, LLC  
11920 Southern Highlands Pkwy., 2<sup>nd</sup> Floor  
Las Vegas, NV 89141

1<sup>st</sup> One Hundred Holdings LLC  
11920 Southern Highlands Pkwy., 2<sup>nd</sup> Floor  
Las Vegas, NV 89141

Weil & Drage  
Attention: Neil Durrant, Esq.  
2500 Anthem Village Drive  
Henderson, NV 89052

Joseph Gutierrez, Esq.  
Maier Gutierrez Ayon  
400 South Seventh Street, Suite 400  
Las Vegas, Nevada 89101

**Other Potential Creditors and/or Bidders:**

PrenPoinciana, LLC  
c/o Christopher Miltenberger, Esq.  
Greenberg Traurig, LLP  
3773 Howard Hughes Pkwy., Suite 400 North  
Las Vegas, Nevada 89169

United States Internal Revenue Service  
P.O. Box 145595  
Cincinnati, OH 45250-5595

Greg Darroch  
576 Middleton Way  
Coldstream, BC V1B3W8  
Canada

Kal-Mor-USA, LLC  
R.A. Nahabedian, Esq.  
7408 Doe Avenue  
Las Vegas, Nevada 89117

Association of Poinciana Villages, Inc.  
401 Walnut Street  
Poinciana, FL 34759

Colgan Financial Group, Inc.  
265 Post Road West  
Westport, CT 06880

Joel E. Just  
President & CEO  
Eagle Rock Asset Management, LLC  
2516 Pastis Court  
Henderson, NV 89044

Michael McCabe  
McCabe Law Group  
111 Solana Road, Suite B  
Ponte Vedra Beach, Florida 32082

Becker & Poliakoff  
Regions Bank Building  
111 N. Orange Avenue, Suite 1400  
Orlando, Florida 32801

Darrin B. Gursky, Esq.  
Marnie Dale Ragan, Esq.  
Gursky Ragan  
14 NE 1st Avenue 2nd Floor  
Miami, FL 33132

Leigh Katzman, Esq.  
Katzman Garfinkel Law and Learning Center  
5297 West Copans Road  
Margate, Florida 33063

Bank of America, N.A.  
c/o Allison R. Schmidt, Esq.  
Akerman, LLP  
1160 Town Center Drive, Suite 330  
Las Vegas, Nevada 89144

Nationstar Mortgage, LLC  
c/o Allison R. Schmidt, Esq.  
Akerman, LLP  
1160 Town Center Drive, Suite 330  
Las Vegas, Nevada 89144

EXHIBIT “A-16”

EXHIBIT “A-16”

**BILL OF SALE**

Whereas, pursuant to the Nevada Uniform Commercial Code, codified as NRS Chapter 104, and that certain "Notification of Disposition of Collateral of Personal Property of First 100, LLC" (the "UCC Sale Notice") delivered by Omni Financial, LLC ("Secured Party") to First 100, LLC ("Debtor"), Secured Party exercised its legal rights as a secured creditor in Debtor's personal property and held a public foreclosure sale on May 25, 2016 at the offices of Howard & Howard Attorneys PLLC, 3800 Howard Hughes Parkway, 10<sup>th</sup> Floor, Las Vegas, NV 89169;

Whereas, Secured Party held the foreclosure sale in eight distinct lots (as described and defined in the UCC Sale Notice);

Whereas the undersigned party (the "Buyer") was the winning bidder with respect to:

**Lot #1,**

which consists in general terms of the 2013 HOA Liens, but which is more specifically described in the UCC Sale Notice (the "Assets");

Whereas, at the conclusion of the sale of that lot, Buyer was the winning bidder, having credit-bid the sum of \$25,000 as consideration for those Assets;

Now therefore, for good and valuable consideration, the receipt of which is acknowledged, Secured Party does hereby grant, sell, transfer, assign, and deliver unto Buyer any and all of Secured Party's right, title and interest in the Assets pursuant to (i) Secured Party's security agreement with Debtor (creating its security interest) and (ii) the applicable provisions of the Nevada Uniform Commercial Code;

To have and to hold, for Buyer and its successors and assigns, forever.

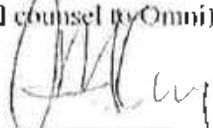
In accordance with the terms of the UCC Sale Notice, this sale and transfer is made on an "AS IS, WHERE IS" basis, with all defects, and without any warranties of quality, fitness, merchantability, or any other kind, and not on the basis of any affirmative representations whatsoever, including as to the taking of possession of the Assets.

In witness whereof, Secured Party (by and through its attorneys, Howard & Howard Attorneys PLLC), and Buyer have executed this Bill of Sale with effect as of May 25, 2016.

**SECURED PARTY**

**Omni Financial, LLC,**  
a California limited liability company

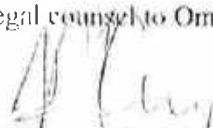
By and through Howard & Howard  
Attorneys PLLC (solely in its capacity as  
legal counsel to Omni)

By:   
Name: Mark J. Gardberg  
Title: Attorney

**BUYER**

**Omni Financial, LLC,**  
a California limited liability company

By and through Howard & Howard  
Attorneys PLLC (solely in its capacity  
as legal counsel to Omni)

By:   
Name: Mark J. Gardberg  
Title: Attorney

**BILL OF SALE**

Whereas, pursuant to the Nevada Uniform Commercial Code, codified as NRS Chapter 104, and that certain "Notification of Disposition of Collateral of Personal Property of First 100, LLC" (the "UCC Sale Notice") delivered by Omni Financial, LLC ("Secured Party") to First 100, LLC ("Debtor"), Secured Party exercised its legal rights as a secured creditor in Debtor's personal property and held a public foreclosure sale on May 25, 2016 at the offices of Howard & Howard Attorneys PLLC, 3800 Howard Hughes Parkway, 10<sup>th</sup> Floor, Las Vegas, NV 89169;

Whereas, Secured Party held the foreclosure sale in eight distinct lots (as described and defined in the UCC Sale Notice);

Whereas the undersigned party (the "Buyer") was the winning bidder with respect to:

**Lot #2,**

which consists in general terms of the 2014-2015 HOA Liens, but which is more specifically described in the UCC Sale Notice (the "Assets"), subject, however, to the following clarification made at the time and place of the sale:

- First, approximately 1,075 Poinciana HOA Lien accounts for vacant and developed lots were purchased from First 100 by GFY Management, LLC on or around March 17, 2016. First 100's rights in those HOA Liens would likely fit the criterion for Lot #2, but to reduce any uncertainty, Omni sold those in Lot #3.
- Second, the UCC Sale Notice included, in this Lot, the HOA Liens relating to calendar year 2016. Upon information and belief, First 100 may have a contractual right to those HOA Liens, but likely has not acquired them. Given that uncertainty, First 100's rights in those 2016 HOA Liens were sold in Lot #3;

Whereas, at the conclusion of the sale of that lot, Buyer was the winning bidder, having credit-bid the sum of \$5,000 as consideration for those Assets;

Now therefore, for good and valuable consideration, the receipt of which is acknowledged, Secured Party does hereby grant, sell, transfer, assign, and deliver unto Buyer any and all of Secured Party's right, title and interest in the Assets pursuant to (i) Secured Party's security agreement with Debtor (creating its security interest) and (ii) the applicable provisions of the Nevada Uniform Commercial Code;

To have and to hold, for Buyer and its successors and assigns, forever.

In accordance with the terms of the UCC Sale Notice, this sale and transfer is made on an "AS IS, WHERE IS" basis, with all defects, and without any warranties of quality, fitness, merchantability, or any other kind, and not on the basis of any affirmative representations whatsoever, including as to the taking of possession of the Assets.

In witness whereof, Secured Party (by and through its attorneys, Howard & Howard Attorneys PLLC), and Buyer have executed this Bill of Sale with effect as of May 25, 2016.

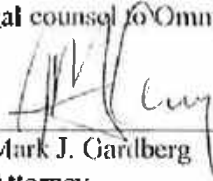
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*[Bill of Sale Signature Page.]*

**SECURED PARTY**

**Omni Financial, LLC,**  
a California limited liability company

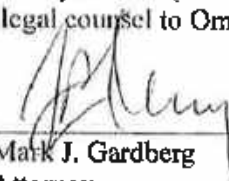
By and through Howard & Howard  
Attorneys PLLC (solely in its capacity as  
legal counsel to Omni)

By:   
Name: Mark J. Gardberg  
Title: Attorney

**BUYER**

**Omni Financial, LLC,**  
a California limited liability company

By and through Howard & Howard  
Attorneys PLLC (solely in its capacity  
as legal counsel to Omni)

By:   
Name: Mark J. Gardberg  
Title: Attorney

JA001162

**BILL OF SALE**

Whereas, pursuant to the Nevada Uniform Commercial Code, codified as NRS Chapter 104, and that certain "Notification of Disposition of Collateral of Personal Property of First 100, LLC" (the "UCC Sale Notice") delivered by Omni Financial, LLC ("Secured Party") to First 100, LLC ("Debtor"), Secured Party exercised its legal rights as a secured creditor in Debtor's personal property and held a public foreclosure sale on May 25, 2016 at the offices of Howard & Howard Attorneys PLLC, 3800 Howard Hughes Parkway, 10<sup>th</sup> Floor, Las Vegas, NV 89169;

Whereas, Secured Party held the foreclosure sale in eight distinct lots (as described and defined in the UCC Sale Notice);

Whereas the undersigned party (the "Buyer") was the winning bidder with respect to:

**Lot #3,**

which consists in general terms of all other HOA Liens owned by First 100, but which is more specifically described in the UCC Sale Notice (the "Assets"), and includes the following assets (pursuant to a clarification made at the time and place of the sale):

- First, approximately 1,075 Poinciana HOA Lien accounts for vacant and developed lots were purchased from First 100 by GFY Management, LLC on or around March 17, 2016. First 100's rights in those HOA Liens were sold in Lot #3.
- Second, the UCC Sale Notice included, in this Lot, the HOA Liens relating to calendar year 2016. Upon information and belief, First 100 may have a contractual right to those HOA Liens, but likely has not acquired them. Given that uncertainty, First 100's rights in those 2016 HOA Liens were sold in Lot #3;

Whereas, at the conclusion of the sale of that lot, Buyer was the winning bidder, having credit-bid the sum of \$1,000 as consideration for those Assets;

Now therefore, for good and valuable consideration, the receipt of which is acknowledged, Secured Party does hereby grant, sell, transfer, assign, and deliver unto Buyer any and all of Secured Party's right, title and interest in the Assets pursuant to (i) Secured Party's security agreement with Debtor (creating its security interest) and (ii) the applicable provisions of the Nevada Uniform Commercial Code;

To have and to hold, for Buyer and its successors and assigns, forever.

In accordance with the terms of the UCC Sale Notice, this sale and transfer is made on an "AS IS, WHERE IS" basis, with all defects, and without any warranties of quality, fitness, merchantability, or any other kind, and not on the basis of any affirmative representations whatsoever, including as to the taking of possession of the Assets.

In witness whereof, Secured Party (by and through its attorneys, Howard & Howard Attorneys PLLC), and Buyer have executed this Bill of Sale with effect as of May 25, 2016.

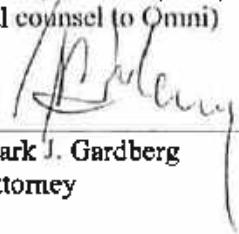
*[The remainder of this page is blank and the signature page follows.]*

*[Bill of Sale Signature Page.]*

**SECURED PARTY**

**Omni Financial, LLC,**  
a California limited liability company

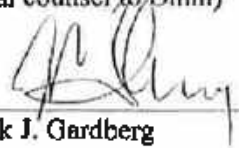
By and through Howard & Howard  
Attorneys PLLC (solely in its capacity as  
legal counsel to Omni)

By:   
Name: Mark J. Gardberg  
Title: Attorney

**BUYER**

**Omni Financial, LLC,**  
a California limited liability company

By and through Howard & Howard  
Attorneys PLLC (solely in its capacity  
as legal counsel to Omni)

By:   
Name: Mark J. Gardberg  
Title: Attorney

JA001164



**BILL OF SALE**

Whereas, pursuant to the Nevada Uniform Commercial Code, codified as NRS Chapter 104, and that certain "Notification of Disposition of Collateral of Personal Property of First 100, LLC" (the "UCC Sale Notice") delivered by Omni Financial, LLC ("Secured Party") to First 100, LLC ("Debtor"), Secured Party exercised its legal rights as a secured creditor in Debtor's personal property and held a public foreclosure sale on May 25, 2016 at the offices of Howard & Howard Attorneys PLLC, 3800 Howard Hughes Parkway, 10<sup>th</sup> Floor, Las Vegas, NV 89169;

Whereas, Secured Party held the foreclosure sale in eight distinct lots (as described and defined in the UCC Sale Notice);

Whereas the undersigned party (the "Buyer") was the winning bidder with respect to:

**Lot #4,**

which consists in general terms of Accounts, Deposit Accounts, and Cash, but which is more specifically described in the UCC Sale Notice (the "Assets");

Whereas, at the conclusion of the sale of that lot, Buyer was the winning bidder, having credit-bid the sum of \$1,000 as consideration for those Assets;

Now therefore, for good and valuable consideration, the receipt of which is acknowledged, Secured Party does hereby grant, sell, transfer, assign, and deliver unto Buyer any and all of Secured Party's right, title and interest in the Assets pursuant to (i) Secured Party's security agreement with Debtor (creating its security interest) and (ii) the applicable provisions of the Nevada Uniform Commercial Code;

To have and to hold, for Buyer and its successors and assigns, forever.

In accordance with the terms of the UCC Sale Notice, this sale and transfer is made on an "AS IS, WHERE IS" basis, with all defects, and without any warranties of quality, fitness, merchantability, or any other kind, and not on the basis of any affirmative representations whatsoever, including as to the taking of possession of the Assets.

In witness whereof, Secured Party (by and through its attorneys, Howard & Howard Attorneys PLLC), and Buyer have executed this Bill of Sale with effect as of May 25, 2016.

**SECURED PARTY**

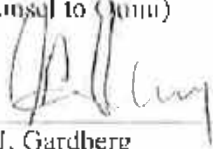
**BUYER**

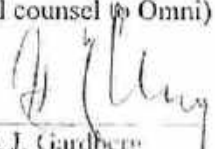
**Omni Financial, LLC,**  
a California limited liability company

**Omni Financial, LLC,**  
a California limited liability company

By and through Howard & Howard  
Attorneys PLLC (solely in its capacity as  
legal counsel to Omni)

By and through Howard & Howard  
Attorneys PLLC (solely in its capacity  
as legal counsel to Omni)

By:   
Name: Mark J. Gardberg  
Title: Attorney

By:   
Name: Mark J. Gardberg  
Title: Attorney

**BILL OF SALE**

Whereas, pursuant to the Nevada Uniform Commercial Code, codified as NRS Chapter 104, and that certain "Notification of Disposition of Collateral of Personal Property of First 100, LLC" (the "UCC Sale Notice") delivered by Omni Financial, LLC ("Secured Party") to First 100, LLC ("Debtor"), Secured Party exercised its legal rights as a secured creditor in Debtor's personal property and held a public foreclosure sale on May 25, 2016 at the offices of Howard & Howard Attorneys PLLC, 3800 Howard Hughes Parkway, 10<sup>th</sup> Floor, Las Vegas, NV 89169;

Whereas, Secured Party held the foreclosure sale in eight distinct lots (as described and defined in the UCC Sale Notice);

Whereas the undersigned party (the "Buyer") was the winning bidder with respect to:

**Lot #5,**

which consists in general terms of office equipment, but which is more specifically described in the UCC Sale Notice (the "Assets");

Whereas, at the conclusion of the sale of that lot, Buyer was the winning bidder, having credit-bid the sum of \$1,000 as consideration for those Assets;

Now therefore, for good and valuable consideration, the receipt of which is acknowledged, Secured Party does hereby grant, sell, transfer, assign, and deliver unto Buyer any and all of Secured Party's right, title and interest in the Assets pursuant to (i) Secured Party's security agreement with Debtor (creating its security interest) and (ii) the applicable provisions of the Nevada Uniform Commercial Code;

To have and to hold, for Buyer and its successors and assigns, forever.

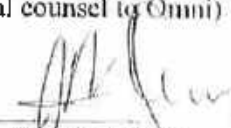
In accordance with the terms of the UCC Sale Notice, this sale and transfer is made on an "AS IS, WHERE IS" basis, with all defects, and without any warranties of quality, fitness, merchantability, or any other kind, and not on the basis of any affirmative representations whatsoever, including as to the taking of possession of the Assets.

In witness whereof, Secured Party (by and through its attorneys, Howard & Howard Attorneys PLLC), and Buyer have executed this Bill of Sale with effect as of May 25, 2016.

**SECURED PARTY**

**Omni Financial, LLC,**  
a California limited liability company


By and through Howard & Howard  
Attorneys PLLC (solely in its capacity as  
legal counsel to Omni)

By:   
Name: Mark J. Gardberg  
Title: Attorney

**BUYER**

**Omni Financial, LLC,**  
a California limited liability company

By and through Howard & Howard  
Attorneys PLLC (solely in its capacity  
as legal counsel to Omni)

By:   
Name: Mark J. Gardberg  
Title: Attorney

JA001166

**BILL OF SALE**

Whereas, pursuant to the Nevada Uniform Commercial Code, codified as NRS Chapter 104, and that certain "Notification of Disposition of Collateral of Personal Property of First 100, LLC" (the "UCC Sale Notice") delivered by Omni Financial, LLC ("Secured Party") to First 100, LLC ("Debtor"), Secured Party exercised its legal rights as a secured creditor in Debtor's personal property and held a public foreclosure sale on May 25, 2016 at the offices of Howard & Howard Attorneys PLLC, 3800 Howard Hughes Parkway, 10<sup>th</sup> Floor, Las Vegas, NV 89169;

Whereas, Secured Party held the foreclosure sale in eight distinct lots (as described and defined in the UCC Sale Notice);

Whereas the undersigned party (the "Buyer") was the winning bidder with respect to:

**Lot #6,**

which consists in general terms of all choses in action, but which is more specifically described in the UCC Sale Notice (the "Assets");

Whereas, at the conclusion of the sale of that lot, Buyer was the winning bidder, having credit-bid the sum of \$3,500 as consideration for those Assets;

Now therefore, for good and valuable consideration, the receipt of which is acknowledged, Secured Party does hereby grant, sell, transfer, assign, and deliver unto Buyer any and all of Secured Party's right, title and interest in the Assets pursuant to (i) Secured Party's security agreement with Debtor (creating its security interest) and (ii) the applicable provisions of the Nevada Uniform Commercial Code;

To have and to hold, for Buyer and its successors and assigns, forever. -

In accordance with the terms of the UCC Sale Notice, this sale and transfer is made on an "AS IS, WHERE IS" basis, with all defects, and without any warranties of quality, fitness, merchantability, or any other kind, and not on the basis of any affirmative representations whatsoever, including as to the taking of possession of the Assets.

In witness whereof, Secured Party (by and through its attorneys, Howard & Howard Attorneys PLLC), and Buyer have executed this Bill of Sale with effect as of May 25, 2016.

**SECURED PARTY**

**Omni Financial, LLC,**  
a California limited liability company

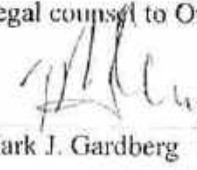
By and through Howard & Howard  
Attorneys PLLC (solely in its capacity as  
legal counsel to Omni)

By:   
Name: Mark J. Gardberg  
Title: Attorney

**BUYER**

**Omni Financial, LLC,**  
a California limited liability company

By and through Howard & Howard  
Attorneys PLLC (solely in its capacity  
as legal counsel to Omni)

By:   
Name: Mark J. Gardberg  
Title: Attorney

JA001167

**BILL OF SALE**

Whereas, pursuant to the Nevada Uniform Commercial Code, codified as NRS Chapter 104, and that certain "Notification of Disposition of Collateral of Personal Property of First 100, LLC" (the "UCC Sale Notice") delivered by Omni Financial, LLC ("Secured Party") to First 100, LLC ("Debtor"), Secured Party exercised its legal rights as a secured creditor in Debtor's personal property and held a public foreclosure sale on May 25, 2016 at the offices of Howard & Howard Attorneys PLLC, 3800 Howard Hughes Parkway, 10<sup>th</sup> Floor, Las Vegas, NV 89169;

Whereas, Secured Party held the foreclosure sale in eight distinct lots (as described and defined in the UCC Sale Notice);

Whereas the undersigned party (the "Buyer") was the winning bidder with respect to:

**Lot #7,**

which consists in general terms of accounts receivables, notes, and obligations due to First 100, but which is more specifically described in the UCC Sale Notice (the "Assets");

Whereas, at the conclusion of the sale of that lot, Buyer was the winning bidder, having credit-bid the sum of \$1,000 as consideration for those Assets;

Now therefore, for good and valuable consideration, the receipt of which is acknowledged, Secured Party does hereby grant, sell, transfer, assign, and deliver unto Buyer any and all of Secured Party's right, title and interest in the Assets pursuant to (i) Secured Party's security agreement with Debtor (creating its security interest) and (ii) the applicable provisions of the Nevada Uniform Commercial Code;

To have and to hold, for Buyer and its successors and assigns, forever.

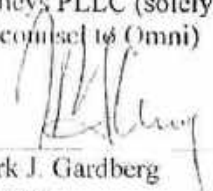
In accordance with the terms of the UCC Sale Notice, this sale and transfer is made on an "AS IS, WHERE IS" basis, with all defects, and without any warranties of quality, fitness, merchantability, or any other kind, and not on the basis of any affirmative representations whatsoever, including as to the taking of possession of the Assets.

In witness whereof, Secured Party (by and through its attorneys, Howard & Howard Attorneys PLLC), and Buyer have executed this Bill of Sale with effect as of May 25, 2016.

**SECURED PARTY**

**Omni Financial, LLC,**  
a California limited liability company

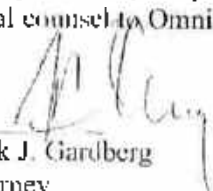
By and through Howard & Howard  
Attorneys PLLC (solely in its capacity as  
legal counsel to Omni)

By:   
Name: Mark J. Gardberg  
Title: Attorney

**BUYER**

**Omni Financial, LLC,**  
a California limited liability company

By and through Howard & Howard  
Attorneys PLLC (solely in its capacity  
as legal counsel to Omni)

By:   
Name: Mark J. Gardberg  
Title: Attorney

JA001168

**BILL OF SALE**

Whereas, pursuant to the Nevada Uniform Commercial Code, codified as NRS Chapter 104, and that certain "Notification of Disposition of Collateral of Personal Property of First 100, LLC" (the "UCC Sale Notice") delivered by Omni Financial, LLC ("Secured Party") to First 100, LLC ("Debtor"), Secured Party exercised its legal rights as a secured creditor in Debtor's personal property and held a public foreclosure sale on May 25, 2016 at the offices of Howard & Howard Attorneys PLLC, 3800 Howard Hughes Parkway, 10<sup>th</sup> Floor, Las Vegas, NV 89169;

Whereas, Secured Party held the foreclosure sale in eight distinct lots (as described and defined in the UCC Sale Notice);

Whereas the undersigned party (the "Buyer") was the winning bidder with respect to:

**Lot #8,**

which consists in general terms of all personal property of First 100, LLC owned as of the sale date and not the subject of a prior Lot, and which is more specifically described in the UCC Sale Notice (the "Assets");

Whereas, at the conclusion of the sale of that lot, Buyer was the winning bidder, having credit-bid the sum of \$1,000 as consideration for those Assets;

Now therefore, for good and valuable consideration, the receipt of which is acknowledged, Secured Party does hereby grant, sell, transfer, assign, and deliver unto Buyer any and all of Secured Party's right, title and interest in the Assets pursuant to (i) Secured Party's security agreement with Debtor (creating its security interest) and (ii) the applicable provisions of the Nevada Uniform Commercial Code;

To have and to hold, for Buyer and its successors and assigns, forever.

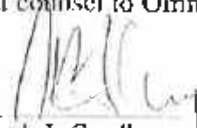
In accordance with the terms of the UCC Sale Notice, this sale and transfer is made on an "AS IS, WHERE IS" basis, with all defects, and without any warranties of quality, fitness, merchantability, or any other kind, and not on the basis of any affirmative representations whatsoever, including as to the taking of possession of the Assets.

In witness whereof, Secured Party (by and through its attorneys, Howard & Howard Attorneys PLLC), and Buyer have executed this Bill of Sale with effect as of May 25, 2016.

**SECURED PARTY**

**Omni Financial, LLC,**  
a California limited liability company

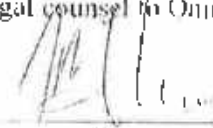
By and through Howard & Howard  
Attorneys PLLC (solely in its capacity as  
legal counsel to Omni)

By:   
Name: Mark J. Gardberg  
Title: Attorney

**BUYER**

**Omni Financial, LLC,**  
a California limited liability company

By and through Howard & Howard  
Attorneys PLLC (solely in its capacity  
as legal counsel to Omni)

By:   
Name: Mark J. Gardberg  
Title: Attorney

JA001169

# EXHIBIT “B”

# EXHIBIT “B”

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

\* \* \*

FIRST 100, LLC, *et al.*,

Plaintiff,

v.

OMNI FINANCIAL, LLC, *et al.*,

Defendants.

Case No. 2:16-cv-00099-RFB-CWH

KAL-MOR-USA LLC and GFY  
MANAGEMENT LLC,

Plaintiffs,

v.

OMNI FINANCIAL, LLC, *et al.*,

Defendants.

Case No. 2:16-cv-00109-RFB-CWH

**ORDER**

**I. BACKGROUND**

This case is before the Court on two Motions for Preliminary Injunction. The first was filed by Plaintiffs First 100, LLC and 1st One Hundred Holdings, LLC (collectively, "First 100") on January 27, 2016 in case no. 2:16-cv-00099. ECF No. 16. In its motion, First 100 seeks to enjoin Defendants Omni Financial, LLC ("Omni") and PrenPoinciana, LLC ("PrenPoinciana") from foreclosing on First 100's assets, including certain beneficial interests in proceeds realized from homeowners association (HOA) accounts receivable, at a scheduled UCC sale of collateral. The second preliminary injunction motion was filed by Plaintiffs Kal-Mor-USA, LLC ("Kal-Mor") and GFY Management LLC ("GFY") on April 27, 2016 in case no. 2:16-cv-00109. ECF No. 13. Kal-Mor and GFY also seek to enjoin Omni and PrenPoinciana from conducting the

1 scheduled foreclosure sale. Kal-Mor and GFY claim that the scheduled sale includes assets that  
2 belong to them which they purchased in reliance on an earlier settlement agreement entered into  
3 between the parties in open court on February 2, 2016 ("February 2 settlement agreement").

4 Plaintiffs in both cases have also filed other related motions. In case no. 16-cv-00099,  
5 First 100 filed a Motion to Enforce Settlement Agreement, claiming that the parties in both cases  
6 entered into a binding settlement agreement on February 2, 2016 and that Omni and  
7 PrenPoinciana's noticing of a foreclosure sale is a breach of that agreement. ECF No. 44. In case  
8 no. 16-cv-00109, Kal-Mor and GFY filed a Motion to Amend Complaint seeking to add new  
9 causes of action arising out of Defendants' alleged breach of the purported February 2 settlement  
10 agreement. ECF No. 11. The Court granted Kal-Mor and GFY's Motion to Amend Complaint in  
11 open court on May 11, 2016.

12 First 100 initially brought this action in Nevada state court seeking to enjoin Defendants'  
13 foreclosure sale of First 100's assets. The case was removed to this Court on January 18, 2016,  
14 and First 100 filed an Emergency Motion for Temporary Restraining Order one day later.<sup>1</sup> ECF  
15 Nos. 1, 2. Also on January 20, 2016, the Court held a hearing and issued a Temporary  
16 Restraining Order (1) enjoining Defendants from conducting a foreclosure sale on any property  
17 belonging to First 100 and (2) preventing First 100 from selling, encumbering, or otherwise  
18 disposing of any of their interests in HOA accounts receivable at issue in this litigation. ECF  
19 Nos. 11, 12. First 100 subsequently filed its Motion for Preliminary Injunction, the hearing of  
20 which was postponed several times to allow the parties to pursue settlement and to retain expert  
21 witnesses to testify as to the valuation of the HOA accounts receivable at issue in this case. ECF  
22 Nos. 36, 41, 58. The Court held a hearing on Plaintiffs' preliminary injunction motions over  
23 three days from May 11, 2016 to May 13, 2016.

24 For the reasons discussed below, the Court finds that First 100, Kal-Mor, and GFY have  
25 not established the elements necessary for a preliminary injunction, nor have they shown that the  
26 parties entered into a binding contract on February 2, 2016. Therefore, the Court denies the  
27

---

28 <sup>1</sup> Kal-Mor joined in First 100's Motion for Temporary Restraining Order on January 20,  
2016. ECF No. 8.



1 parties' motions for preliminary injunction and First 100's Motion to Enforce Settlement  
2 Agreement.

3  
4 **II. FINDINGS OF FACT**

5 Based on its review of the evidence submitted at the preliminary injunction hearing, the  
6 Court makes the following factual findings.

7 **A. First 100's Acquisition of 2013 Receivables**

8 1. First 100 is a real estate investment company that operates through acquiring  
9 rights to future cash flows from delinquent HOA assessment account receivables and by  
10 purchasing real property at HOA foreclosure sales.

11 2. On July 3, 2013, First 100 entered into a Purchase and Sale Agreement with the  
12 Association of Poinciana Villages, Inc. (APV), a Florida HOA comprised of approximately  
13 30,000 homes. Pursuant to the Purchase and Sale Agreement, First 100 purchased from APV the  
14 right to receive all payments of delinquent HOA assessments owed to APV for 3,417 units. The  
15 Court will refer to this beneficial interest in the accounts receivable as the **2013 Receivables**.

16 3. According to the Purchase and Sale Agreement, APV agreed to pursue  
17 foreclosure proceedings against select properties with delinquent assessment accounts that were  
18 sold to First 100. APV also granted a limited power of attorney to First 100 to hire legal counsel  
19 to represent APV in foreclosure proceedings on those properties and authorized First 100 and its  
20 chosen counsel to act on APV's behalf with respect to offers to pay off delinquent assessments  
21 for properties placed into foreclosure proceedings.

22 **B. Omni Loan Agreement**

23 4. On May 27, 2014, Omni and First 100 entered into a Loan Agreement through  
24 which Omni agreed to loan a maximum of \$5,000,000 to First 100 (the "Omni Loan").

25 5. The Omni Loan was purportedly secured according to the terms of a Security  
26 Agreement entered into by the parties on May 27, 2014. According to the Security Agreement,  
27 First 100 granted Omni a security interest in the "Collateral," which was defined in the  
28 agreement as "all of [First 100's] present and future right, title and interest in and to any and all

1 of the personal property of [First 100], whether such property is now existing or hereafter  
2 created, acquired or arising and wherever located from time to time.” Security Agreement § 1.2,  
3 Omni Ex. 5. Among other things, the definition of “collateral” specifically includes accounts,  
4 payment intangibles, “the HOA Receivables identified on ‘Schedule A’ hereto” (the 2013  
5 Receivables), and “all Accessions to and Proceeds and products of the foregoing.” Id. If First 100  
6 defaulted in its repayment obligations, the Security Agreement authorized Omni to accelerate the  
7 total amount due and to foreclose on the collateral. Id. § 5.2.

8 6. Several members of First 100 also executed personal guaranties in favor of Omni  
9 as additional security for Omni’s loan to First 100.

10 7. First 100 subsequently defaulted on its repayment obligations under the Loan  
11 Agreement and remains in default. To date, the total balance owed to Omni by First 100 under  
12 the Loan Agreement is \$3.5 million. This finding is based on the affidavit of Jay Bloom, director  
13 of First 100, filed in connection with First 100’s original Motion for Temporary Restraining  
14 Order, as well as the testimony presented at the preliminary injunction hearing.

15 8. First 100 and Omni entered into a Forbearance Agreement on December 18, 2015,  
16 which was amended on December 21, 2015, in which they agreed that Omni would not take  
17 action at that time to foreclose on the collateral identified in the Security Agreement.

18 9. As consideration for Omni’s forbearance, the Forbearance Agreement states that  
19 First 100 was to make a payment of \$270,500 within five business days of the effective date of  
20 the agreement. The Forbearance Agreement also states that “[t]he making of such payment shall  
21 be a condition precedent to [First 100] being entitled to the forbearance herein.” Forbearance  
22 Agreement at 4, First 100 Ex. 13.

23 10. The Forbearance Agreement states that it is not effective until all conditions  
24 precedent to forbearance have been fully satisfied, including First 100’s requirement to make the  
25 \$270,500 payment. Id. at 1.

26 11. First 100 did not make the \$270,500 payment to Omni as required by the  
27 Forbearance Agreement.

28 **C. Agreement With PrenPoinciana**

1           12. On February 2, 2015, PrenPoinciana and First 100 entered into a Proceeds  
 2 Purchase and Sharing Agreement ("First PPSA"). The First PPSA states that PrenPoinciana  
 3 purchased from First 100—"free and clear of any lien, claim, . . . security interest, equity,  
 4 restriction or other encumbrance"—the right to receive a percentage of any proceeds realized  
 5 from the 2013 Receivables, including money received from the collection of any delinquent  
 6 assessments, the sale of the liens, or the sale or rental of any foreclosed properties attached to  
 7 those delinquent accounts. First PPSA § 1(a), PrenPoinciana Ex. A. By the terms of the First  
 8 PPSA, the percentage of 2013 Receivable proceeds allocated to PrenPoinciana would begin at  
 9 100% and would decrease as the aggregate amount paid to PrenPoinciana hit certain thresholds.  
 10 PrenPoinciana paid a purchase price of \$1,000,000 to First 100 for the right to receive these  
 11 proceeds.

12           13. First 100 made several covenants and acknowledgements to PrenPoinciana in the  
 13 First PPSA. Relevant to this case, First 100 agreed that it would not (without PrenPoinciana's  
 14 prior written approval) transfer, assign, dispose of, or further encumber its beneficial interest in  
 15 the 2013 Receivables, any properties secured by the 2013 liens that were subsequently foreclosed  
 16 upon by First 100, "or any other assets" of First 100. Id. § 6(c)(1), (3). First 100 also agreed that  
 17 it would not "[i]ncur any additional borrowed money indebtedness or guarantee any borrowed  
 18 money indebtedness of any other Person" except for certain payments from Omni. Id. § 6(c)(2).

19           14. The First PPSA also contains a section that grants a security interest in favor of  
 20 PrenPoinciana to secure First 100's obligations under the agreement. According to this section,  
 21 First 100 granted PrenPoinciana "a second lien security interest in, and lien, claim and  
 22 encumbrance on" the 2013 Receivables. Id. § 2(e). The PPSA states that this security interest  
 23 was to be subordinate to Omni's security interest in the 2013 Receivables granted under the  
 24 Omni Loan Agreement. Id. The First PPSA also states that First 100 authorized PrenPoinciana  
 25 "to file any UCC-1 financing statements and to take any other action necessary to perfect the  
 26 security interest granted . . . above." Id.

#### 27           D. Agreement With Prentice

28           15. On April 20, 2015, First 100 executed a Secured Short Term Original Issue

1 Discount Promissory Note ("Prentice Note") in favor of Prentice Lending II, LLC. The Prentice  
2 Note states that First 100 agreed to pay a sum of \$150,000 to Prentice by a certain date as  
3 repayment for a loan from Prentice to First 100. The sum due to Prentice was increased to  
4 approximately \$162,000 in an amendment to the Prentice Note entered into on May 14, 2015.

5 16. The Prentice Note states that First 100 agreed to place fully-executed deeds to  
6 four parcels of real estate in trust for Prentice's benefit as security for First 100's repayment  
7 obligation. The May 14 amendment to the note states that Prentice would have the right to record  
8 the deeds provided "to satisfy all amounts outstanding under the Note." Amendment No. 1 to  
9 Prentice Note § 3, PrenPoinciana Ex. F.

10 17. The Prentice Note also states that it is secured by First 100's right to receive  
11 payments from the 2013 Receivables under the First PPSA and a subsequent Payment  
12 Arrangement Agreement entered into by First 100, Omni, PrenPoinciana, and McCabe Law  
13 Group, P.A. (legal counsel charged with collecting payments on the 2013 Receivables in  
14 Florida).

15 18. First 100 tendered four quitclaim deeds to the parcels of real property to Prentice.  
16 It is unknown whether Prentice recorded the deeds. First 100 has not otherwise satisfied its  
17 repayment obligations under the Prentice Note.

18 **E. February 2, 2016 Settlement Negotiations**

19 19. The Court held a hearing on First 100's Motion for Preliminary Injunction on  
20 February 2, 2016. At the hearing, the parties advised the Court that they had reached a settlement  
21 after several hours of negotiations.

22 20. Counsel for Omni then read several terms of the parties' agreement into the  
23 record, and all parties appeared to agree to those terms. Counsel for Omni stated that the parties  
24 intended for the terms read into the record "to be an enforceable contract . . . but then to follow-  
25 up with an agreement that might give a little more detail." Tr. at 12:17-19, ECF No. 37.

26 21. Among the terms agreed to by the parties at the February 2 hearing were that: (i)  
27 the foreclosure sale noticed by Omni and PrenPoinciana would be cancelled; (ii) all of First  
28 100's interest in the 2013 Receivables would transfer to Omni; (iii) Omni would assume

1 management and control of the HOA lien portfolio and would serve as the sole liaison to Mr.  
2 McCabe, who was the counsel servicing and collecting on the APV liens in Florida; (iv)  
3 proceeds from the HOA receivables would be distributed according to a “waterfall,” pursuant to  
4 which the proceeds would first flow to Omni until it was repaid in full, then partially to Omni  
5 and partially to PrenPoinciana until certain thresholds were met, and then would continue to be  
6 divided among Omni, PrenPoinciana, First 100, and Kal-Mor at varying percentages; and (v)  
7 First 100 would place the rents and other revenue from four parcels of Nevada real property into  
8 the waterfall.

9 22. Additionally, the parties agreed at the February 2 hearing that First 100 had  
10 previously agreed to purchase from APV the right to receive proceeds from delinquent  
11 assessment account receivables for the years 2014 and 2015 (the “2014-15 Receivables”), but  
12 had not yet provided the funding for that purchase.

13 23. The parties further agreed that any funding of the 2014-15 Receivable purchase  
14 by First 100, Kal-Mor, or another party associated with this agreement between the parties must  
15 take place within 30 days. If this occurred, First 100 would receive the proceeds from the  
16 assessments in an amount of \$252 per year per home. The remainder of the proceeds, such as late  
17 fees, interest, collection costs, and attorney’s fees, would flow into the waterfall.

18 24. Finally, the parties agreed that if First 100 was found to have a binding contract  
19 with APV to purchase the 2014-15 Receivables and was found to be in breach of that contract,  
20 First 100 would be solely liable for that breach.

21 25. Although the parties informed the Court that they intended to draft and file a  
22 formal written settlement document, they were unable to reach agreement on that document. The  
23 parties then participated in a consolidated hearing on First 100 and Kal-Mor’s preliminary  
24 injunction motions on May 11-13, 2016.

25 **F. GFY’s Purchase of the 2014-15 Receivables**

26 26. In January 2016, Greg Darroch, managing member of Kal-Mor, began discussions  
27 with First 100 regarding a potential agreement whereby Darroch would provide funding for the  
28 purchase of the 2014-15 Receivables from APV.

1           27. The purchase of the 2014-15 Receivables had already been agreed to between  
2 APV and First 100 in November 2015. According to the terms of the agreement between APV  
3 and First 100, the 2014-15 Receivables were to be sold to First 100 as of October 30, 2015, with  
4 First 100's payment of the sale price due by November 30, 2015. However, First 100 never paid  
5 the sale price to APV.

6           28. On January 20, 2016—which was approximately the same date that First 100 and  
7 Darroch began discussions regarding the funding of the 2014-15 Receivables—the Court issued  
8 a Temporary Restraining Order directing First 100 not to “sell, encumber, or otherwise dispose  
9 of any of the interests in HOA accounts receivable they may possess that are at issue in this  
10 litigation.” ECF No. 11.

11           29. Subsequently, during the February 2, 2016 hearing, the parties read their proposed  
12 settlement agreement into the record. Darroch participated telephonically at the February 2  
13 hearing. As stated above, the parties—including First 100, Kal-Mor and Darroch—agreed that if  
14 funding for the 2014-15 Receivables were provided to APV by First 100, Kal-Mor, or another  
15 party, First 100 would receive the proceeds from the assessments in an amount of \$252 per year  
16 per home. The remainder of the proceeds, such as late fees, interest, collection costs, and  
17 attorney's fees, would flow into the waterfall. There was no discussion at the February 2 hearing  
18 of any party other than First 100 taking title to the 2014-15 Receivables.

19           30. Throughout February and March, First 100, Kal-Mor, Omni, and PrenPoinciana  
20 continued to negotiate the terms of a comprehensive written settlement agreement. First 100 and  
21 Darroch also continued discussions relating to Darroch's purchase of the 2014-15 Receivables.  
22 During these negotiations, First 100 never informed Darroch that First 100 had been ordered by  
23 the Court not to sell or encumber any HOA accounts receivable in their possession. However,  
24 Darroch was on notice of this order because it was sent to his counsel.

25           31. Darroch and co-owner Phil Burasso created GFY as a special-purpose entity to  
26 complete the purchase of the 2014-15 Receivables. Burasso was not a party to the purported  
27 February 2 settlement agreement, nor did he participate in those negotiations.

28           32. On March 11, 2016, counsel for Omni sent a letter to counsel for First 100, Kal-

1 Mor, and GFY. The letter stated that the parties had exchanged several drafts of a written  
2 settlement agreement, but that after a four-hour telephone conference on March 4, 2016, "there  
3 were still 18 unresolved issues, most of which involve centrally important issues." PrenPoinciana  
4 Ex. Y. The letter stated that Omni's counsel was enclosing a proposed written settlement  
5 agreement and that if it was not executed and returned by March 17, 2016, counsel would inform  
6 the Court of Omni's position that settlement negotiations were dead.

7 33. On March 15, 2016, Darroch informed Martin Boone, managing member of  
8 Omni, that the 2014-15 Receivables would be funded by March 18.

9 34. On March 16, 2016, Darroch informed Boone that Darroch's lender would not  
10 provide the anticipated funding unless the settlement agreement was signed. The proposed  
11 settlement agreement was not signed.

12 35. On March 17, 2016, GFY and First 100 entered into a Proceeds Purchase and  
13 Sharing Agreement ("Second PPSA"). The Second PPSA states that GFY purchased all of First  
14 100's rights to and interest in proceeds realized from the 2013 Receivables, the 2014-15  
15 Receivables, and assessments due on one thousand additional APV properties through December  
16 31, 2015. This Second PPSA did not indicate that it was intended be incorporated into any  
17 "Settlement Agreement" or that it was meant to be subordinate to any beneficial interests of  
18 Omni or PrenPoinciana.

19 36. On March 18, 2016, Darroch, on behalf of GFY, wired approximately \$710,000  
20 to APV as payment for the 2014-15 Receivables.

21 37. GFY purchased the 2014-15 Receivables in reliance on the Second PPSA it  
22 entered into with First 100, not on the purported February 2 settlement agreement. This finding is  
23 based upon the overall circumstances, timing and wording of the Second PPSA as well as the  
24 Court's finding that Darroch would not have wired the \$710,000 to APV in the absence of the  
25 signed Second PPSA. It is also based on the fact that GFY was co-owned by Burasso, who was  
26 not a party to the settlement negotiations, as well as the fact that the Second PPSA contains  
27 additional terms beneficial to GFY that were not outlined at the February 2 hearing.

28 38. The Court also finds that Kal-Mor and GFY intentionally withheld the Second

1 PPSA from Omni and PrenPoinciana during the discovery and proceedings in this case despite  
2 knowing that it should have been produced and that it was clearly relevant to the disputed issues  
3 in this case.

4 **G. Valuation of 2013 and 2014-15 Receivables**

5 39. The face value of the 2013 and 2014-15 Receivables (collectively, the "Lien  
6 Portfolio")—which reflects assessments, late fees, interest, attorney's fees and costs, and  
7 administrative fees—is approximately \$5.23 million.

8 40. At the May 11 preliminary injunction hearing, the Court heard testimony from Jay  
9 Bloom, director of First 100, and Leigh Katzman, an attorney licensed in the state of Florida.  
10 Both witnesses testified to their opinion of the value of the Lien Portfolio.

11 41. Mr. Bloom testified that the value of the portfolio is no less than \$5 million and  
12 no more than \$227 million, with an expected value of \$59 million. This testimony was based on  
13 Mr. Bloom's opinion that some liens would be paid off at face value and that First 100 would  
14 take title to the properties attached to the liens that were not paid off. First 100 would then sell or  
15 rent out those properties, generating revenue much greater than the face value of each individual  
16 lien.

17 42. The Court does not find Mr. Bloom's testimony regarding valuation of the Lien  
18 Portfolio to be credible. Mr. Bloom is not licensed to practice law in Florida and identified no  
19 legal authority by which a Florida HOA would be able to extinguish a bank's first-priority  
20 mortgage and thereby take title to a property free and clear of the mortgage. Additionally, as  
21 discussed in more detail below, the Court finds no basis for such a procedure in Florida law.  
22 While Mr. Bloom testified that First 100 could derive significant value from acquiring properties  
23 in the Lien Portfolio at foreclosure sales and renting them out or selling them, First 100 has not  
24 *actually* foreclosed on a single property listed in the Lien Portfolio. The Court's finding is also  
25 based on its own credibility determination from observing the testimony itself.

26 43. Mr. Katzman testified that the value of the Lien Portfolio is approximately \$3.07  
27 million. The Court finds Mr. Katzman's testimony to be credible. Mr. Katzman is a licensed  
28 Florida attorney with substantial experience litigating HOA foreclosure actions in that state. He



1 provided clear reasons for each step of his calculations that were based on his experience. As  
 2 discussed below, the Court also agrees with his interpretation of Florida law to the extent it is  
 3 relevant in this case.

4 44. Therefore, the Court finds that the market value of the 2013 Receivables and  
 5 2014-15 Receivables that would be recoverable by the seller in a foreclosure sale is \$3.07  
 6 million.

7 45. Omni, PrenPoinciana, and Prentice have each noticed UCC collateral sales of the  
 8 personal property of First 100, LLC. See Kal-Mor's Mot. Prelim. Inj. Ex. 2, 3. Both Notices of  
 9 Sale list the 2013 and 2014-15 Receivables as the first assets to be sold.

10 46. As found above, First 100 owes \$3.5 million to Omni. First 100 owes a combined  
 11 \$1.68 million to PrenPoinciana and Prentice. Both amounts are secured by First 100's interest in  
 12 the 2013 Receivables. If these receivables were sold by Omni and PrenPoinciana in a UCC  
 13 collateral sale, the proceeds would be insufficient to completely satisfy First 100's debt to Omni  
 14 as the first-position secured creditor, let alone to PrenPoinciana.

### 15 16 **III. LEGAL STANDARD**

17 A preliminary injunction is "an extraordinary remedy that may only be awarded upon a  
 18 clear showing that the plaintiff is entitled to such relief." Winter v. Natural Res. Def. Council,  
 19 Inc., 555 U.S. 7, 22 (2008). To obtain a preliminary injunction, a plaintiff must establish four  
 20 elements: "(1) a likelihood of success on the merits, (2) that the plaintiff will likely suffer  
 21 irreparable harm in the absence of preliminary relief, (3) that the balance of equities tip in its  
 22 favor, and (4) that the public interest favors an injunction." Wells Fargo & Co. v. ABD Ins. &  
 23 Fin. Servs., Inc., 758 F.3d 1069, 1071 (9th Cir. 2014), as amended (Mar. 11, 2014) (citing  
 24 Winter, 555 U.S. 7, 20 (2008)). A preliminary injunction may issue under the "serious questions"  
 25 test. Alliance for the Wild Rockies v. Cottrell, 632 F.3d 1127, 1134 (9th Cir. 2011) (affirming the  
 26 continued viability of this doctrine post-Winter). According to this test, a plaintiff can obtain a  
 27 preliminary injunction by demonstrating "that serious questions going to the merits were raised  
 28 and the balance of hardships tips sharply in the plaintiff's favor," in addition to the other Winter

1 elements. Id. at 1134-35 (citation omitted).

2 Where (as here) the Court's jurisdiction is based on diversity of citizenship, the Court  
 3 must apply state law regarding the availability of preliminary injunctive relief rather than federal  
 4 law if the state law is outcome-determinative. Sims Snowboards, Inc. v. Kelly, 863 F.2d 643,  
 5 646-47 (9th Cir. 1988). This is because "a federal court adjudicating a State-created right solely  
 6 because of diversity of citizenship is for that purpose, in effect, only another court of the State,"  
 7 and therefore cannot "substantially affect the enforcement of the right as given by the State." Id.  
 8 (quoting Guaranty Trust Co. v. York, 326 U.S. 99, 108-09 (1945)). In this case, the Court need  
 9 not apply state law standards because it concludes that doing so would not be outcome-  
 10 determinative; as discussed below, First 100, Kal-Mor, and GFY would not be entitled to  
 11 preliminary injunctive relief under federal or state law.

#### 12 13 **IV. CONCLUSIONS OF LAW**

14 The Court concludes that First 100, Kal-Mor, and GFY have not satisfied their burden of  
 15 establishing the requirements of a preliminary injunction in this case. Accordingly, the Court  
 16 denies both preliminary injunction motions and will discuss each in turn. The Court also finds  
 17 that the parties did not enter into a valid and binding settlement agreement at the February 2,  
 18 2016 hearing because the parties did not agree to all material terms. Thus, First 100's Motion to  
 19 Enforce Settlement Agreement is denied.

##### 20 **A. First 100's Motion for Preliminary Injunction**

21 Applying the Winter factors, the Court finds that First 100 is not entitled to a preliminary  
 22 injunction under federal law. First 100 is similarly not entitled to an injunction under Nevada  
 23 law. As will be shown below, First 100 has not established a likelihood of success on the merits  
 24 on its state law claims, nor has it shown a likelihood of irreparable harm even as that term is  
 25 defined under Nevada law. Therefore, as the application of state law would not be outcome-  
 26 determinative, the Court analyzes only the federal standards.

##### 27 **1. Likelihood of Success on the Merits**

28 First 100 asserts four causes of action in its Complaint: breach of contract, unjust

1 enrichment, declaratory relief, and permanent injunctive relief. First 100 has not established that  
2 it is likely to succeed on any of these claims.

3 *a. Breach of Contract*

4 Under Nevada law, breach of contract is “a material failure of performance of a duty  
5 arising under or imposed by agreement.” Bernard v. Rockhill Dev. Co., 734 P.2d 1238, 1240  
6 (1987). A breach of contract claim requires (1) the existence of a valid contract, (2) a breach by  
7 the defendant, and (3) damage as a result of the breach. Richardson v. Jones, 1 Nev. 405, 409  
8 (1865); Rivera v. Peri & Sons Farms, Inc., 735 F.3d 892, 899 (9th Cir. 2013) (citing Richardson).  
9 When facts are not in dispute, contract interpretation is a question of law for the court. Lehrer  
10 McGovern Bovis, Inc. v. Bullock Insulation, Inc., 197 P.3d 1032, 1041 (Nev. 2008).

11 First 100’s breach of contract claim is focused on the Forbearance Agreement, in which  
12 Omni agreed not to foreclose on the collateral identified in the Security Agreement. First 100 is  
13 not likely to prevail on this claim. By its own terms, the Forbearance Agreement does not take  
14 effect until all conditions precedent have been “fully and strictly satisfied,” including the  
15 requirement that First 100 pay \$270,500. At a hearing held on January 20, 2016, First 100  
16 conceded that it had not made the \$270,500 payment. Therefore, First 100 has not shown that it  
17 satisfied this condition precedent that would trigger Omni’s forbearance obligation. See Goldston  
18 v. AMI Investments, Inc., 655 P.2d 521, 523 (Nev. 1982) (“[W]here a party is in default of  
19 obligations which must be performed prior to the performance by the other party becoming due,  
20 the first party is not entitled to claim a default by the second.”). In addition, the Court finds that  
21 Omni is not in breach of the Forbearance Agreement. Consequently, First 100 has not established  
22 a likelihood of success on this claim.

23 Similarly, to the extent First 100 asserts a claim against PrenPoinciana for breach of the  
24 PPSA, the Court finds that First 100 has not established that it is likely to succeed on such a  
25 claim. While First 100 argues that PrenPoinciana is not authorized to foreclose under the PPSA,  
26 the Court disagrees. In the PPSA, First 100 explicitly granted a security interest to PrenPoinciana  
27 in the 2013 Receivables. Under Nevada law, a security interest need not take a particular form.  
28 N.R.S. 104.9109(1)(a). Nevada law clearly permits a secured party to foreclose to enforce its

1 security interest upon default. N.R.S. 104.9601(1)(a). Therefore, First 100 has not demonstrated  
 2 a likelihood of success on the merits as to its breach of contract claim against PrenPoinciana.<sup>2</sup>

3 *h. Unjust Enrichment*

4 As an initial matter, the Court finds that Nevada law applies to First 100's unjust  
 5 enrichment claim. "A federal court sitting in diversity ordinarily must follow the choice-of-law  
 6 rules of the State in which it sits." Atlantic Marine Const. Co., Inc. v. U.S. Dist. Court, 134 S.Ct.  
 7 568, 582 (2013). In Nevada, actions based in restitution "are determined by the local law of the  
 8 state which, with respect to that issue, has the most significant relationship to the occurrence and  
 9 the parties . . . ." Rest. (Second) of Conflict of Laws § 221(1); Gen. Motors Corp. v. Eighth  
 10 Judicial Dist. Court, 134 P.3d 111, 116 (Nev. 2006) (applying the Restatement's "most  
 11 significant relationship" test); Certified Fire Protection, Inc. v. Precision Construction, 283 P.3d  
 12 250, 257 (Nev. 2012) (in Nevada, unjust enrichment is premised on a theory of restitution).  
 13 Courts are to balance several factors in making this determination, including (a) where the  
 14 parties' relationship was centered, (b) where the benefit was received, (c) where the act  
 15 conferring the benefit or enrichment was performed, (d) the domicile, residence, and place of  
 16 business of the parties, and (e) the location of any land or chattel connected to the enrichment.  
 17 Rest. (Second) § 221(2). Here, First 100's unjust enrichment claim is premised on Omni and  
 18 PrenPoinciana receiving a benefit in Nevada from a foreclosure sale conducted in Nevada.  
 19 Additionally, First 100 is a Nevada LLC. While the final factor favors applying Florida law, the  
 20 balance of these factors supports the application of Nevada law.

21 In Nevada, unjust enrichment is a theory of restitution in which a plaintiff confers a  
 22 benefit and seeks payment of "as much as he ... deserve[s]" for that benefit. Certified Fire  
 23 Protection, 283 P.3d at 257 (alteration in original). "Unjust enrichment exists when the plaintiff

24  
 25 <sup>2</sup> The Court recognizes that the PPSA states that "[a]ll issues concerning this agreement  
 26 shall be governed by and construed in accordance with the laws of the State of Delaware." PPSA  
 27 § 13, PrenPoinciana Ex. A. Applying Delaware law to First 100's breach of contract claim  
 28 against PrenPoinciana would not change the result. See 6 Del. C. § 9-203(b) (a security interest  
 is enforceable against the debtor if value has been given, the debtor has the power to transfer  
 rights in the collateral to the secured party, and "the debtor has authenticated a security  
 agreement that provides a description of the collateral"); *id.* § 9-601 (after default, a secured  
 party "may reduce a claim to judgment, foreclose, or otherwise enforce" the security interest "by  
 any available judicial procedure").

1 confers a benefit on the defendant, the defendant appreciates such benefit, and there is  
2 acceptance and retention by the defendant of such benefit under circumstances such that it would  
3 be inequitable for him to retain the benefit without payment for the value thereof.” *Id.* (internal  
4 quotation marks omitted). The benefit conferred “can include services beneficial to or at the  
5 request of the other, denotes any form of advantage, and is not confined to retention of money or  
6 property.” *Id.* (internal quotation marks omitted).

7 Here, First 100 has not demonstrated it is likely to succeed in its unjust enrichment claim.  
8 First 100 has not shown that it has conferred, or is at imminent risk of conferring, a benefit on  
9 Omni and PrenPoinciana for which retention without payment would be inequitable. As set forth  
10 in detail above, the Court finds the value to Omni and PrenPoinciana of the 2013 and 2014-15  
11 Receivables to be \$3.07 million. First 100 owes \$3.5 million to Omni, which is secured by the  
12 Collateral as that term is defined in the Security Agreement. First 100 also owes a combined  
13 \$1.68 million to PrenPoinciana and Prentice, which is secured by First 100’s interests in the 2013  
14 Receivables. The Court does not find that the value of the other categories of personal property  
15 Omni seeks to sell at the UCC collateral sale would exceed the debt owed to Omni. Therefore,  
16 First 100 has not established that Omni and PrenPoinciana could even recover the full amounts  
17 they are owed by First 100 through the scheduled collateral sale, much less be unjustly enriched  
18 by the sale.

19 *c. Declaratory Relief*

20 In Nevada, “[a]ny person . . . whose rights, status or other legal relations are affected by  
21 a statute, municipal ordinance, contract or franchise, may have determined any question of  
22 construction or validity arising under the instrument, statute, ordinance, contract or franchise and  
23 obtain a declaration of rights, status or other legal relations thereunder.” N.R.S. 30.040. First 100  
24 advances four arguments for why it is likely to succeed on the merits of its declaratory relief  
25 claim, none of which are availing. The first argument is that no party has disputed the validity of  
26 the Forbearance Agreement and that Defendants have no right to foreclose on collateral not listed  
27 in that agreement. As discussed above, however, First 100 was obligated to pay Omni a sum of  
28 \$270,500 as a condition precedent to the Forbearance Agreement taking effect. First 100

1 concedes that it did not make this payment, and thus has not established that Omni is bound by  
2 this agreement.

3 Second, First 100 argues that the collateral sale as noticed would be void as commercially  
4 unreasonable under N.R.S. 104.9610. This statute provides that “[e]very aspect of a disposition  
5 of collateral, including the method, manner, time, place and other terms, must be commercially  
6 reasonable.” N.R.S. 104.9610(2). “The conditions of a commercially reasonable sale should  
7 reflect a calculated effort to promote a sales price that is equitable to both the debtor and the  
8 secured creditor. The quality of the publicity, the price obtained at the auction, [and] the number  
9 of bidders in attendance are important factors to consider when analyzing the commercial  
10 reasonableness of a public sale.” Dennison v. Allen Grp. Leasing Corp., 871 P.2d 288, 291 (Nev.  
11 1994) (citations and internal quotation marks omitted) (alteration in original). “A wide  
12 discrepancy between the sale price and the value of the collateral compels close scrutiny into the  
13 commercial reasonableness of the sale.” Levers v. Rio King Land & Inv. Co., 560 P.2d 917, 920  
14 (Nev. 1977). First 100 contends that the proposed collateral sales would be commercially  
15 unreasonable because no one knows what is being bought or sold and because the sale price of  
16 the 2013 and 2014-15 Receivables is unlikely to reflect the true value of these assets. Neither  
17 contention has merit. The most recent notices of sale prepared by Omni and PrenPoinciana list  
18 the assets to be sold with considerable specificity. See Kal-Mor’s Mot. Prelim. Inj. Ex. 2 (listing  
19 eight separate categories of assets to be sold); id. Ex. 3 (listing three separate categories).  
20 Further, First 100 has not established that the 2013 and 2014-15 Receivables are worth anything  
21 beyond the \$3.07 million testified to by Mr. Katzman. Therefore, First 100’s commercial  
22 unreasonableness argument fails.

23 Third, First 100 argues that PrenPoinciana has no secured interest enabling it to foreclose  
24 on First 100’s collateral. For the reasons discussed in Section IV.A.1.a above, First 100 has not  
25 shown it is likely to succeed on this argument.

26 Fourth, First 100 contends that Omni’s notice of sale is overly broad in that it seeks to  
27 foreclose on property of First 100 that was not pledged as collateral. But First 100 has made no  
28 showing that it pledged anything less to Omni than what was defined as “Collateral” in the

1 Security Agreement—namely, “all of [First 100’s] present and future right, title and interest in  
 2 and to *any and all of the personal property* of [First 100], *whether such property is now existing*  
 3 *or hereafter created, acquired or arising* and wherever located from time to time.” Security  
 4 Agreement § 1.2, Omni Ex. 5 (emphasis added). Omni is therefore entitled to enclose on such  
 5 personal property to the extent it is owned by First 100.

6 *d. Permanent Injunction*

7 First 100’s final cause of action is for permanent injunctive relief. For the same reasons it  
 8 is not entitled to a preliminary injunction, First 100 has not shown a likelihood that it will prevail  
 9 on the merits of this claim.

10 **2. Likelihood of Irreparable Harm**

11 Under the second Winter factor, a plaintiff seeking a preliminary injunction must  
 12 establish a likelihood—not just a possibility—of irreparable harm. Winter, 555 U.S. at 22. Where  
 13 (as here) a right of action arises under state law, the question of whether an injury is capable of  
 14 redress through money damages is also governed by state law. See Clausen v. M/V New Carissa,  
 15 339 F.3d 1049, 1064–65 (9th Cir. 2003) (finding a right to damages accruing to prevailing  
 16 plaintiffs under a state statute to be substantive, because “the question of the proper measure of  
 17 damages is inseparably connected with the right of action”) (internal quotation marks omitted);  
 18 see also Eagle Investors v. Bank of America, 585 F. App’x 742, 742 (9th Cir. 2014) (holding, in  
 19 an unpublished and non-precedential decision, that the district court erred in finding no showing  
 20 of a likelihood of irreparable harm and that “[w]here, as here, a right of action arises under state  
 21 law, state law must also govern the extent to which damages are available to vindicate that  
 22 right.”).

23 Applying Nevada law to this element, the Court finds that First 100 has not established a  
 24 likelihood of irreparable harm absent an injunction.<sup>3</sup> Each of First 100’s two arguments with  
 25 respect to this element are without merit. First 100’s first argument relies on the faulty premise  
 26 that the IIOA receivables constitute interests in real property. First 100 cites to Dixon v.

27  
 28 <sup>3</sup> The Court finds that First 100 has not established the irreparable harm requirement  
 under federal law either, but since Nevada law is more expansive than federal law regarding  
 what constitutes irreparable harm, the Court need not engage in that additional analysis.

1 Thatcher for the proposition that “real property and its attributes are considered unique and loss  
 2 of real property rights generally results in irreparable harm.” 742 P.2d 1029, 1030 (Nev. 1987).  
 3 But First 100 has not shown that its HIOA receivables constitute “real property rights.” First 100  
 4 contends that it is able to foreclose on the properties connected to the delinquent assessment  
 5 accounts for which it holds a beneficial interest and that it would be able to obtain free and clear  
 6 title to these properties, extinguishing the interests of even first-priority mortgage holders. This is  
 7 contradicted by the Court’s review of Florida law.

8 In Florida, an HIOA has a lien on each parcel of property to secure the payment of unpaid  
 9 assessments and certain other amounts when the HIOA’s governing documents authorize such a  
 10 lien. Fla. Stat. § 720.3085(1). Normally, the HIOA’s lien is effective from the date the original  
 11 declaration of the community was recorded. Id. “However, as to first mortgages of record, the  
 12 [HIOA’s] lien is effective from and after recording of a claim of lien in the public records of the  
 13 county in which the parcel is located.” Id. A “claim of lien” must be filed at the time assessments  
 14 are due and owing. Id. § 720.3085(1)(a). Nevertheless, if both the declaration and mortgage were  
 15 recorded before July 1, 2008, the HIOA’s lien could still date back to the recording of the  
 16 governing documents and take priority over the mortgage if (1) the HIOA’s governing documents  
 17 authorized liens for unpaid assessments, and (2) the governing documents clearly stated that such  
 18 liens were superior to later-recorded mortgages. Id. § 720.3085(1); Ass’n of Poinciana Villages  
 19 v. Avatar Props., Inc., 724 So.2d 585, 587 (Fla. Dist. Ct. App. 1998). At the preliminary  
 20 injunction hearing, Mr. Bloom testified that APV’s governing documents were amended in 2000  
 21 or 2001 to subordinate the HIOA’s lien to first mortgages. Therefore, First 100 has not  
 22 demonstrated the existence of any mechanism under Florida law by which it could take title to  
 23 APV properties and extinguish the first mortgages on the properties. First 100 has no greater  
 24 right with respect to the properties in its Lien Portfolio than any prospective buyer at the HIOA  
 25 foreclosure sale would: the right to bid at the auction and acquire the property subject to the  
 26 bank’s mortgage. This is insufficient to establish the type of “real property rights” that may be  
 27 subject to injunctive relief under Nevada law.

28 First 100’s second proposed basis for irreparable harm comes from Sobol v. Capital



1 Mgmt. Consultants, Inc., in which the Nevada Supreme Court stated that “acts committed  
 2 without just cause which unreasonably interfere with a business or destroy its credit or profits,  
 3 may do an irreparable injury and thus authorize issuance of an injunction.” 726 P.2d 335, 337  
 4 (Nev. 1986). Sobol does not support the issuance of an injunction in this case. Sobol  
 5 contemplated the issuance of an injunction where the acts in question not only interfered with the  
 6 plaintiff’s business, but were “committed without just cause.” Id. Immediately after this passage,  
 7 the Nevada Supreme Court cited to its previous decision in Guion v. Terra Marketing of Nev.,  
 8 Inc., 523 P.2d 847 (Nev. 1974). In Guion, the Court explained that this equitable principle is  
 9 aimed at restraining tortious acts. Id. at 848. Here, Omni’s and PrenPoinciana’s act of seeking to  
 10 conduct a UCC collateral sale is neither tortious nor “committed without just cause.” On the  
 11 contrary, the evidence clearly demonstrates that First 100 is in breach of the Loan Agreement  
 12 and the PPSA, that Omni and PrenPoinciana are entitled to foreclose under the relevant  
 13 agreements, and that the assets sold at the collateral sale will likely not even satisfy the debts  
 14 owed to them. Thus, First 100 has not shown a likelihood of irreparable harm.

15 As First 100 has not established a likelihood of success on the merits or irreparable harm,  
 16 the Court does not address the application of the remaining Winter factors.

#### 17 **B. First 100’s Motion to Enforce Settlement Agreement**

18 It is “well established” that a trial court has the inherent power “to summarily enforce on  
 19 motion a settlement agreement entered into by the litigants while the litigation is pending before  
 20 it.” In re City Equities Anaheim, Ltd., 22 F.3d 954, 957 (9th Cir. 1994). In May v. Anderson, the  
 21 Nevada Supreme Court aptly laid out what is required for a valid and enforceable settlement  
 22 agreement:

23 Because a settlement agreement is a contract, its construction and  
 24 enforcement are governed by principles of contract law. Basic contract  
 25 principles require, for an enforceable contract, an offer and acceptance,  
 26 meeting of the minds, and consideration. With respect to contract  
 27 formation, preliminary negotiations do not constitute a binding contract  
 28 unless the parties have agreed to all material terms. A valid contract  
 cannot exist when material terms are lacking or are insufficiently certain  
 and definite. A contract can be formed, however, when the parties have  
 agreed to the material terms, even though the contract’s exact language is  
 not finalized until later. In the case of a settlement agreement, a court

1 cannot compel compliance when material terms remain uncertain. The  
2 court must be able to ascertain what is required of the respective parties.

3 119 P.3d 1254, 1257 (Nev. 2005). Thus, the key inquiry for First 100's Motion to Enforce  
4 Settlement Agreement is whether the parties agreed to all material terms at the February 2, 2016  
5 hearing. In order to be considered "material," a contract term must not be a "mere formality," but  
6 rather should constitute "an important reason why a party enters into a settlement agreement." *Id.*  
7 at 1258. Determining the material or essential terms is a fact-intensive inquiry that "depends on  
8 the agreement and its context and also on the subsequent conduct of the parties, including the  
9 dispute which arises and the remedy sought." Certified Fire Protection, 283 P.3d at 255 (quoting  
10 Restatement (Second) of Contracts § 131 cmt. g (1981)).

11 The Court finds that the parties did not enter into an enforceable contract at the February  
12 2 hearing. The context of the agreement and the parties' subsequent conduct of the parties clearly  
13 indicate that there was no complete meeting of the minds at the February 2 hearing. All of the  
14 draft agreements exchanged after the hearing, as well as the previous contracts entered into  
15 among the same parties, demonstrate that this was a highly complex settlement agreement with  
16 many moving parts. The parties exchanged at least five full draft settlement agreements over a  
17 period of more than a month before negotiations broke down. The communications exchanged  
18 indicate that these negotiations were not surprising to anyone; rather, the parties fully anticipated  
19 going back and forth on different terms in the proposed agreement. The drafts exchanged by the  
20 parties reveal that they continued to have substantial disagreements on certain terms after the  
21 hearing, particularly with respect to the flow of managerial control of the Lien Portfolio and First  
22 100's obligations to cure deficiencies in its deeds of trust for certain parcels of Nevada real  
23 property. The level of detail contained in the terms read into the record on February 2, 2016 is  
24 much simpler (but not clearer) than that of the parties' earlier written agreements or the drafts  
25 exchanged following the hearing. Based on these facts, the Court concludes that the parties did  
26 not agree to all material terms on the record on February 2.

27 Moreover, even if the terms agreed to on February 2 were sufficient to constitute a  
28 binding settlement agreement, the Court would find that First 100 is no longer entitled to seek  
enforcement of that agreement. A material breach by one party to a contract may excuse further

performance by another party to the contract. See Young Elec. Sign Co. v. Fohrman, 466 P.2d 846, 847 (Nev.1970) (“Young Electric’s duty to maintain the signs and rebuild in the event of destruction existed only if the lessee was not in material default. The lessee’s material breach in failing to pay rent excused further performance by the lessor.”). “[T]he party who commits the first breach of a contract cannot maintain an action against the other for a subsequent failure to perform.” Bradley v. Nev.-Cal.-Or. Ry., 178 P. 906, 908–09 (Nev.1919); Samson v. NAMA Holdings, LLC, 637 F.3d 915, 931 n.87 (9th Cir. 2010), as amended (Feb. 11, 2011) (citing Bradley). Here, the parties agreed at the February 2, 2016 hearing that First 100 would “clean up” any issues with the above-mentioned deeds of trust for four Nevada properties, including any issues with tax liens. The evidence indicates that First 100 did not take that action and that tax liens remain outstanding. The Court would therefore find this to be a material breach by First 100 that would preclude its enforcement of the settlement agreement. First 100’s Motion to Enforce Settlement Agreement is denied.

### C. Kal-Mor and GFY’s Motion for Preliminary Injunction

Finally, Kal-Mor has not demonstrated that it is entitled to a preliminary injunction under either federal or state law. As the application of state law would not be outcome-determinative, the Court only analyzes the federal standard.

#### 1. *Likelihood of Success on the Merits*

Kal-Mor and GFY’s motion is premised on eight causes of action alleged in their Complaint: declaratory relief, fraud, conspiracy/concert of action, breach of contract/detrimental reliance, breach of the implied covenant of good faith and fair dealing, unjust enrichment, injunctive relief, and tortious interference with contractual relations. Each of the causes of action are connected by the same underlying facts. Kal-Mor and GFY assert that the parties entered into a binding settlement agreement on the record at the February 2, 2016 hearing and that, in reliance on this agreement, Mr. Darroch (managing member of both Kal-Mor and GFY) wired approximately \$710,000 to APV to purchase the 2014-15 Receivables. Kal-Mor and GFY allege that by seeking to foreclose on these receivables, Omni and PrenPoinciana either breached the settlement agreement or, if no agreement was reached, fraudulently led Darroch to believe that

1 such an agreement existed in order to deprive Kal-Mor and GFY of the receivables.

2 As an initial matter, the Court addresses which law to apply to these claims. The parties  
 3 do not dispute that Nevada law applies to all eight causes of action, and the Court agrees. To  
 4 determine which state's law to apply in tort claims, Nevada applies the Second Restatement's  
 5 "most significant relationship" test. Gen. Motors Corp. v. Eighth Judicial Dist. Court, 134 P.3d  
 6 111, 116 (Nev. 2006). Under this test, "the rights and liabilities of parties with respect to an issue  
 7 in tort are governed by the local law of the state that, 'with respect to that issue, has the most  
 8 significant relationship to the occurrence and the parties under the principles stated in [Section]  
 9 6'" of the Second Restatement. Id. (quoting Rest. (Second) of Conflict of Laws § 145). To  
 10 determine which state's law to apply to contract claims, Nevada uses the "substantial  
 11 relationship" test. Consol. Generator-Nev., Inc. v. Cummins Engine Co., Inc., 971 P.3d 1251,  
 12 1253 (Nev. 1998). To determine whether a state possesses a substantial relationship with a  
 13 contract, courts consider five factors: "[1] the place of contracting, [2] the place of negotiation of  
 14 the contract, [3] the place of performance, [4] the location of the subject matter of the contract,  
 15 and [5] the domicile, residence, nationality, place of incorporation and place of business of the  
 16 parties." Id. at 1253-54. Additionally, applying another state's law must not violate a strong  
 17 public policy of Nevada. Id. at 1254.

18 While Kal-Mor and GFY assert eight causes of action, each one involves a purported  
 19 agreement that was entered into and negotiated in Nevada and that involved multiple Nevada  
 20 entities (First 100 and Kal-Mor). While much of the subject matter of the contract was located in  
 21 Florida, certain obligations of the purported agreement were to be performed in Nevada.  
 22 Therefore, the Court finds that both the "most significant relationship" test (for the tort claims)  
 23 and the "substantial relationship" test (for the contract claims) favor application of Nevada law.

24 Applying Nevada law to these claims, the Court finds that Kal-Mor and GFY have not  
 25 established a likelihood of success on the merits. The Court finds that Defendants did not act  
 26 fraudulently or induce Darroch to detrimentally rely on their representations regarding the  
 27 settlement agreement and the funding of the 2014-15 Receivables. On the contrary, the Court  
 28 finds that GFY purchased the 2014-15 Receivables in reliance on the Second PPSA with First

1 100 and not on the purported settlement agreement.

2 Kal-Mor and GFY argue that Mr. Boone, managing member of Omni, was in constant  
3 contact with Mr. Darroch as he prepared to fund the 2014-15 Receivables and that Mr. Boone  
4 never notified Mr. Darroch of Omni's intention to nonetheless sell the 2014-15 Receivables after  
5 they were funded. This is directly contradicted by the evidence presented at the preliminary  
6 injunction hearing. On March 11, 2016 one week before the funding of the 2014-15  
7 Receivables—counsel for Omni provided written notice to Kal-Mor's counsel that if the parties  
8 did not execute and return the attached settlement agreement by March 16, Omni would consider  
9 the settlement negotiations dead and reserved its right to proceed with foreclosure. Neither Omni  
10 nor PrenPoinciana made false representations to Mr. Darroch with the intention of inducing him  
11 to purchase the 2014-15 Receivables so that Omni and PrenPoinciana could foreclose on them. It  
12 therefore follows that Omni and PrenPoinciana did not engage in a conspiracy or concert of  
13 action to commit such fraud or induce such reliance.

14 Kal-Mor and GFY also have not demonstrated that they are likely to succeed on their  
15 contract-based claims or their claims for unjust enrichment or tortious interference with  
16 contractual relations. As discussed in Section IV.B above, the Court does not find that a valid  
17 and enforceable settlement agreement was formed on February 2, 2016. Therefore, Kal-Mor and  
18 GFY's breach of contract claim, which is predicated on the existence of a valid settlement  
19 agreement, fails at this stage. Similarly, the Court has previously found in Section IV.A that the  
20 assets on which Omni and PrenPoinciana seek to foreclose are insufficient to satisfy the amounts  
21 they are allegedly owed, and therefore they will not be unjustly enriched by the collateral sale.  
22 To the extent that Kal-Mor and GFY allege that it would be wrongful for Omni and  
23 PrenPoinciana to foreclose on assets belonging to them and *not* to First 100, they are correct.  
24 However, the notices of sale specifically state that Omni and PrenPoinciana are only seeking to  
25 foreclose on personal property belonging to First 100, not Kal-Mor or GFY. The Court therefore  
26 does not find that Kal-Mor or GFY will be deprived of whatever interests they own in the 2014-  
27 15 Receivables through the UCC collateral sale. Therefore, they have not established likelihood  
28 of success on their unjust enrichment claim.

Finally, to establish a claim for tortious interference with contractual relations, the plaintiff must establish “(1) a valid and existing contract; (2) the defendant's knowledge of the contract; (3) intentional acts intended or designed to disrupt the contractual relationship; (4) actual disruption of the contract; and (5) resulting damage.” J.J. Indus., LLC v. Bennett, 71 P.3d 1264, 1267 (Nev. 2003). Kal-Mor and GFY assert that the contractual relationship at issue was the one between GFY and APV to purchase the 2014-15 Receivables. Crucially, Kal-Mor and GFY have not established the third element: intentional acts by Omni or PrenPoinciana designed to disrupt that contractual relationship. Based on the evidence presented, the Court finds that Omni and PrenPoinciana’s objective in foreclosing on the HIOA receivables is to recover the debt owed to them, not to interfere with GFY’s contractual relationship with APV. The fact that Omni did not stop Darroch from purchasing the 2014-15 Receivables is not enough to establish this element—particularly where Omni sent written notice of its intent to pursue foreclosure if no settlement agreement was signed and returned, which it was not. Thus, Kal-Mor and GFY have not established the first Winter factor.

## 2. *Likelihood of Irreparable Harm*

Kal-Mor and GFY have also failed to establish a likelihood of irreparable harm. As the Court discussed in Section IV.A above, under Florida law, the right to receive proceeds from delinquent assessment account receivables does not give the interest holder the right to acquire real property beyond what any individual or entity at the public foreclosure auction would possess. There is no mechanism under Florida law for an HIOA foreclosure on an APV home to extinguish a first mortgage directly and obtain title without a public auction. Therefore, Kal-Mor and GFY cannot establish irreparable harm on the basis of injury to real property rights.

Kal-Mor and GFY likewise have not established irreparable harm under the Nevada Supreme Court’s decision in Sobol. As discussed in the previous section, the Court finds that Omni and PrenPoinciana have not committed, nor is there imminent danger of them committing, tortious acts or acts committed “without just cause” that would justify injunctive relief. Therefore, Kal-Mor and GFY cannot establish the second Winter factor.

As with First 100’s motion, Kal-Mor and GFY have failed to establish either of the first

1 two mandatory Winter factors. Therefore, the Court declines to consider the remaining factors.  
 2 Kal-Mor and GFY's Motion for Preliminary Injunction is denied.<sup>4</sup>

#### 3 **D. Sale of Additional Personal Property of First 100**

4 Finally, in its motion, First 100 argues that the Omni Loan was secured only by the 2013  
 5 Receivables, and therefore Omni cannot foreclose on any other property of First 100. First 100  
 6 also contends that Omni cannot choose which collateral it will foreclose upon and that its ability  
 7 to foreclose on the 2014-15 Receivables was foreclosed by the Forbearance Agreement.

8 In its Notification of Disposition of Collateral noticing a sale for April 12, 2016, Omni  
 9 specified eight separate sales that would occur. The collateral of First 100 to be sold in these  
 10 sales was specified as follows: (1) the 2013 Receivables; (2) the 2014, 2015, and 2016  
 11 Receivables; (3) all other HOA liens or receivables; (4) accounts, deposit accounts, and cash; (5)  
 12 office equipment; (6) choses in action; (7) accounts receivable, notes, and obligations due to First  
 13 100; and (8) a "catch-all" sale of all of First 100's present right, title, and interest in its existing  
 14 personal property.

15 The Court rejects First 100's argument that the Omni Loan was secured only by the 2013  
 16 Receivables. As discussed in IV.A.1 above, in the Security Agreement, First 100 pledged as  
 17 collateral "all of [First 100's] present and future right, title and interest in and to *any and all of*  
 18 *the personal property* of [First 100], *whether such property is now existing or hereafter created,*  
 19 *acquired or arising* and wherever located from time to time." Security Agreement § 1.2, Omni  
 20 Ex. 5 (emphasis added). It is therefore clear that First 100 pledged more than the 2013  
 21 Receivables as collateral for the Omni Loan.

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22  
 23 <sup>4</sup> The Court also notes that there is a separate basis for denying Kal-Mor and GFY  
 24 injunctive relief based upon their intentional withholding of crucial documents during this  
 25 preliminary injunction proceeding. A party which comes to a court in equity seeking equitable  
 26 relief may not obtain such relief where it has engaged in improper conduct in the course of the  
 27 equitable proceeding. See Adler v. Fed. Republic of Nigeria, 219 F.3d 869, 876-77 (9th Cir.  
 28 2000), as amended on denial of reh'g and reh'g en banc (Aug. 17, 2000) ("The unclean hands  
 doctrine 'closes the doors of a court of equity to one tainted with inequity or bad faith  
 relative to the matter in which he seeks relief, however improper may have been the behavior of  
 the defendant.' Under this doctrine, plaintiffs seeking equitable relief must have 'acted fairly and  
 without fraud or deceit as to the controversy in issue.'" (internal citations omitted). Given the  
 Court's denial of the motion on other grounds, the Court need not elaborate on this equitable  
 consideration at this time.

1 First 100's argument that Omni could not choose which property it sought to foreclose  
2 upon also must fail. This argument is foreclosed by Nevada law, which clearly states that "[a]fter  
3 default, a secured party may sell, lease, license or otherwise dispose of *any or all of the*  
4 *collateral* in its present condition" and that "[i]f commercially reasonable, a secured party may  
5 dispose of collateral . . . by one or more contracts, as a unit or in parcels, and at any time and  
6 place and on any terms." N.R.S. 104.9610(1), (2).

7 Lastly, First 100's reference to the Forbearance Agreement is unavailing. As discussed in  
8 Section IV.A.1 above, First 100 did not make the \$270,500 payment that was a condition  
9 precedent to Omni's forbearance obligation. The Court does not find that Omni's capacity to  
10 foreclose is limited by the Forbearance Agreement.

11 Notwithstanding the above, the Court emphasizes that this Order does not address the  
12 value of any of the categories of sales listed in Omni's notice of sale other than the 2013, 2014,  
13 and 2015 Receivables, nor does this Order address whether Omni or PrenPoinciana are entitled  
14 to foreclose on any other personal property listed in their notices of sale other than the 2013,  
15 2014, and 2015 Receivables.

16 First 100 has focused exclusively on the 2013, 2014, and 2015 Receivables as the assets  
17 which cannot be foreclosed upon. Other than what has been noted, First 100 has not presented  
18 any evidence at the hearing on the valuation or impropriety of the sale of other assets mentioned  
19 in the foreclosure sale notice. The Court therefore understands First 100 not to be contesting  
20 these other noticed assets, since they have not presented evidence or argument against their sale.

21  
22 **V. CONCLUSION**

23 For the reasons discussed above,

24 **IT IS ORDERED** that Plaintiff First 100, LLC's Motion for Preliminary Injunction  
25 (ECF No. 16 in case no. 2:16-cv-99-RFB-CWH) is DENIED.

26 **IT IS FURTHER ORDERED** that Plaintiff First 100, LLC's Motion to Enforce  
27 Settlement Agreement (ECF No. 44 in case no. 2:16-cv-99-RFB-CWH) is DENIED.  
28



1           **IT IS FURTHER ORDERED** that Plaintiff Kal-Mor-USA, LLC and GFY Management  
2           LLC's Motion for Preliminary Injunction (ECF No. 13 in case no. 2:16-cv-109-RFB-CWH) is  
3           DENIED.

4  
5           DATED: May 23, 2016.



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7           **RICHARD F. BOULWARE, II**  
8           United States District Judge  
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EXHIBIT “C”

EXHIBIT “C”

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1 Darroch and Jay Bloom.

2 6. As discussed in the Declaration of Martin Boone, it is anticipated that Kal-Mor's  
3 discovery responses and deposition testimony will also affirm, *inter alia*, that: (1) throughout the  
4 settlement negotiations and communications between Omni and Kal-Mor, Omni repeatedly stated  
5 that it intended on foreclosing on the Real Properties; (2) Mr. Boone and Mr. Darroch considered  
6 numerous potential settlement scenarios, some of which included a resolution of the Real  
7 Properties, but they were never able to reach an agreement regarding the Real Properties; (3) they  
8 agreed to settle their disputes regarding Omni's claims to First 100's personal property (such as the  
9 HOA lien portfolios) with both Omni and Kal-Mor reserving all claims and defenses relating to the  
10 Real Properties. Thus, this evidence will establish that both Omni and Ka-Mor agreed that the  
11 settlement would not impact either party's ability to assert claims and defenses relating to the Real  
12 Properties. This evidence directly contradicts Kal-Mor's arguments that Nevada's one action rule  
13 is applicable here.

14 7. As discussed in the Declaration of Martin Boone, it is anticipated that First 100's  
15 discovery responses and deposition testimony will also affirm, *inter alia*, that: (1) throughout the  
16 settlement negotiations and communications between Omni and First 100, Omni repeatedly stated  
17 that it intended on foreclosing on the Real Properties; (2) during those discussions, Mr. Bloom  
18 repeatedly told Mr. Boone that Omni was still secured by the deeds of trust and discussed the fact  
19 that any proceeds from foreclosures on the Real Properties would be credited to the stipulated debt;  
20 (3) at the time that Omni's settlement with First 100 was negotiated and executed it was the  
21 parties' mutual intent and understanding that Omni would maintain its security interest in the real  
22 properties and pursue foreclosures against those properties; (4) that the reason the written  
23 settlement agreement with First 100 did not include the carve-out language that was included in the  
24 written settlement agreement with Kal-Mor was because that issue—i.e., Omni's foreclosure on  
25 the Real Properties—was irrelevant to First 100 because First 100 knew Omni would proceed with  
26 real property foreclosures; (5) that the written settlement agreement between Omni and First 100  
27 reflects that mutual intent; (6) that First 100 disclosed Omni's deeds of trust against the Real  
28 Properties to Mr. Darroch and/or Kal-Mor prior to the transfer of the Real Properties from First

1 100 to Kal-Mor as represented by First 100 in its settlement agreement with Omni; (7) that,  
2 consistent with their mutual intent at the time the First 100/Omni settlement was reached,  
3 following the settlement First 100 provided Omni with lost note affidavits to assist Omni with  
4 pursuing foreclosures against the Real Properties.

5 8. Prior to being remanded back to this Court, the U.S. District Court (Judge  
6 Boulware) conducted a hearing on July 2, 2018 at which time he addressed it addressed an  
7 identical Motion for Partial Summary Judgment as the one filed before this Court. Although,  
8 Judge Boulware found the Motion for Partial Summary Judgment would potentially be moot  
9 depending upon whether he ordered the case remanded, he did expressly state that if he addressed  
10 the Motion for Partial Summary Judgment on the merits he would deny the Motion as questions of  
11 material fact existed.

12  
13 I DECLARE UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE  
14 UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT.

15 08/14/18  
16 Date

/s/ Robert Hernquist  
Robert Hernquist

EXHIBIT “D”

EXHIBIT “D”

JOINTLY SUBMITTED

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

FIRST 100, LLC, a Nevada limited liability company; 1<sup>st</sup> ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited liability company; PRENPOINCIANA, LLC, a foreign limited liability company; DOES 1 through X and ROE ENTITIES I through X;

Defendants.

AND ALL RELATED CLAIMS

Case No. 2:16-cv-00099-RFB-(CWH)

Related Case No. 2:16-cv-00109-RFB-CWH  
(Jointly Administered Cases)

STIPULATED JUDGMENT

COME NOW, (1) Plaintiffs and Counter-Defendants First 100, LLC ("First 100") and 1<sup>st</sup> One Hundred Holdings, LLC ("Holdings," and together with First 100, the "Plaintiffs"), by and through their undersigned attorneys, Maier Gutierrez Ayon; (2) Third-Party Defendants Holdings, Jay Bloom, Carlos Cardenas, Christopher Morgando, and Matthew Parkas (collectively, the "Guarantors"), by and through their undersigned attorneys, Maier Gutierrez Ayon; (3) Defendant, Counterplaintiff, and Third Party Plaintiff Omni Financial, LLC ("Omni"), by and through its undersigned attorneys, Howard & Howard Attorneys PLLC; (4) Defendants PrenPoinciana, LLC and Prentice Lending II LLC (collectively, "PrenPoinciana"), by and through their undersigned attorneys, Greenberg Traurig, LLP; and (5) Plaintiffs KAL-MOR-USA LLC and GFY Management LLC (in Case No. 2:16-cv-00109) (collectively, "Kal-Mor/GFY"), by and through their undersigned attorneys, Kolesar & Leatham.

RECITALS

On January 15, 2016, First 100 filed a complaint asserting various claims for relief (the "Claims") against Omni and PrenPoinciana in the Eighth Judicial District Court in Clark County, Nevada (the "Lawsuit"), seeking an *ex parte* temporary restraining order stopping a foreclosure sale which Omni had previously noticed. Omni removed the Lawsuit to the U.S. District Court for the District of Nevada (the "District Court") (Notice of Removal, ECF No. 1),<sup>1</sup> where it is known as Case No. 2:16-cv-00099. On February 9, 2016, the Lawsuit was consolidated with a separate action filed by Kal-Mor USA LLC (which had also been removed by Omni and is Case No. 2:16-cv-00109, and which case constitutes part of the defined term, the "Lawsuit"). On June 15, 2016, Defendant Omni filed its Answer to First 100, LLC's Complaint and Counterclaim and Third-Party Complaint (ECF 99), asserting various counterclaims and third-party claims for relief against the Plaintiffs and Guarantors (the "Counterclaims and Third-Party Claims").

As set forth in extensive detail in the pleadings and papers in the Lawsuit, numerous disputes (collectively, the "Disputes") have arisen between Plaintiffs, Defendants, and Guarantors regarding, for example:<sup>2</sup>

(a) First 100's default on a line of credit loan extended by Omni pursuant to a loan agreement and other transaction documents dated May 27, 2014;

(b) the ownership, management, and control of certain homeowner association liens/receivables ("HOA Receivables") those acquired from the Association of Poinciana Villages ("APV") and (i) relating to the calendar year 2013 (the "2013 Receivables"), (ii) relating to the calendar years 2014-2015 (the "2014-2015 Receivables") and (iii) certain additional properties previously managed by Association Capital Resources, LLC (the "ACR Receivables");

(c) the ownership, management, and control of all other HOA Receivables owned all other HOA Receivables owned by First 100 from time to time from the inception of the Omni loan through the date hereof, if and to the extent serviced by the McCabe Firm, including those relating

<sup>1</sup> All references herein to "ECF" numbers are to filings in Case No. 2:16-cv-00099.

<sup>2</sup> This list is not exhaustive.



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1 to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve,  
2 Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove) (collectively, the  
3 "Additional HOA Receivables");

4 (d) the ownership, management, and control of First 100's other personal property;

5 (e) the reasonableness of Omni's foreclosure sale on May 25, 2016 regarding such  
6 HOA Receivables and other personal property; and

7 (f) Omni's first-priority security interest, as beneficiary, under deeds of trust in various  
8 real properties previously or currently owned by First 100.

9 Without admitting liability, the Parties waive the entry of findings of fact and conclusions  
10 of law by the Court and voluntarily consent to the entry of this Stipulated Judgment fully resolving  
11 the Lawsuit, Disputes, Claims, Counterclaims, and Third-Party Claims.

12 NOW, THEREFORE, it is accordingly ORDERED, ADJUDGED, and DECREED that:

13 1. First 100 owes Omni a stipulated judgment debt in the amount of Four Million  
14 Eight Hundred Thousand Dollars (USD \$4,800,000), but which amount could increase by a  
15 specific sum if certain conditions subsequent were not met.

16 2. Omni is the absolute owner of all right, title, and interest in the 2013 Receivables  
17 2014-2015 Receivables, and Additional HOA Receivables, including without limitation (a) all  
18 future proceeds arising therefrom, (b) all undisbursed proceeds thereof being held by any third  
19 party, regardless of how such proceeds may have previously been allocated among the Parties, and  
20 (c) any rights or privileges enjoyed by, or benefiting, First 100 with respect to those HOA  
21 Receivables, including rights or privileges under any continuing powers of attorney granted by a  
22 third party.

23 3. The prior Order entered in this action on April 18, 2016 [ECF No. 60] is hereby  
24 vacated, and the restrictions set forth therein upon the distribution of HOA Receivables and the  
25 proceeds thereof are null and void. The HOA Receivables and all proceeds derived therefrom  
26 (meaning, for example, all undisbursed proceeds held by the McCabe law firm) may be disbursed  
27 upon the unilateral instructions of the Party(ies) in accordance with this Stipulated Judgment and  
28

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1 the Stipulated Judgment entered in Case No. 2:16-cv-00109 on January 2, 2017 [ECF No. 58].

2 4. Upon full repayment of the stipulated judgment debt, Omni shall return or release  
3 to First 100 (i) any and all interest in the 2013 Receivables, the 2014-2015 Receivables, and  
4 Additional HOA Receivables; (ii) all remaining liens in First 100's claims and litigation; (iii) four  
5 specific real properties in Nevada, to First 100 or its Affiliate; and (iv) all real property derived  
6 from foreclosure actions on any of the HOA Receivables conveyed.

7 5. The Lawsuit and any and all Disputes, Claims, Counterclaims, and Third-Party  
8 Claims are hereby dismissed with prejudice.

9 6. This judgment shall not preclude or otherwise impair any claim or defense that may  
10 exist or arise between or among the Parties with respect to a breach of the Settlement Agreement.  
11 The Court hereby retains jurisdiction (over the Parties, the Lawsuit, the Disputes, Claims,  
12 Counterclaims, and Third-Party Claims, and the Settlement Agreement (and alleged breaches  
13 thereof)), to hear any further proceedings regarding the same, if necessary or appropriate.

14 7. Each Party bears responsibility for its own fees and costs incurred in connection  
15 with this matter (including, in particular, the Lawsuit).

16 8. The two monetary bonds deposited with the Clerk of the Court during the Lawsuit,  
17 by First 100 (in the amount of \$15,000, deposited on January 21, 2016 (ECF 13-14)) and Omni (in  
18 the amount of \$1,000, deposited on June 28, 2016 (ECF 131-32)), are to be immediately released  
19 to Omni.

20 **ORDER**

21 IT IS SO ORDERED.

22 Dated: February 16, 2017.

23  
24 

25 RICHARD F. BOULWARE, II  
26 United States District Judge  
27  
28

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Approved as to form and content by:

Dated: February 14, 2017

**HOWARD & HOWARD ATTORNEYS  
PLLC**

By: /s/ Robert Hernquist  
Robert Hernquist  
Nevada Bar No. 10616  
Mark Gardberg  
Nevada Bar No. 10879  
Wells Fargo Tower, Suite 1000  
3800 Howard Hughes Parkway  
Las Vegas, Nevada 89169-5980

*Attorneys for Defendant, Counterplaintiff,  
and Third Party Plaintiff Omni Financial  
LLC*

Dated: February 14, 2017

**GREENBERG TRAUIG, LLP**

By: /s/ Christopher Miltenberger  
Christopher Miltenberger  
Nev. Bar No. 10153  
3773 Howard Hughes Parkway, #400  
Las Vegas, NV 89169

*Attorneys for Defendants PrenPoinciana,  
LLC and Prentice Lending II LLC*

Dated: February 14, 2017

**MAIER GUTIERREZ AYON**

By: /s/ Joseph A. Gutierrez  
Joseph A. Gutierrez  
Nevada Bar No. 9046  
Jason R. Maier, Nevada Bar No. 8557  
8816 Spanish Ridge Avenue  
Las Vegas, Nevada 89148

*Attorneys for (1) Plaintiffs and  
Counterdefendants First 100, LLC and  
1st One Hundred Holdings, LLC and (2)  
Third-Party Defendants 1st One Hundred  
Holdings, LLC, Jay Bloom, Carlos  
Cardenas, Christopher Morgando, and  
Matthew Farkas*

Dated: February 14, 2017

**KOLESAR & LEATHAM**

By: /s/ Bart K. Larsen  
Bart K. Larsen  
Nevada Bar No. 08538  
400 South Rampart Blvd., Suite 400  
Las Vegas, Nevada 89145

*Attorneys for Plaintiffs KAL-MOR-USA LLC  
and GFY Management LLC (in Case No.  
2:16-cv-00109)*

# EXHIBIT “E”

# EXHIBIT “E”

HOWARD & HOWARD ATTORNEYS PLLC  
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Mark Gardberg, Nevada Bar No. 10879  
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Las Vegas, Nevada 89169-5980  
Telephone: (702) 257-1483  
Facsimile: (702) 567-1568

*Attorneys for Defendant, Counter-Plaintiff,  
and Third Party Plaintiff Omni Financial LLC*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

FIRST 100, LLC, a Nevada limited liability  
company; 1<sup>st</sup> ONE HUNDRED HOLDINGS,  
LLC, a Nevada limited liability company,

Plaintiffs,  
vs.

OMNI FINANCIAL, LLC, a foreign limited  
liability company; PRENPOINCIANA, LLC, a  
foreign limited liability company; DOES I  
through X and ROE ENTITIES I through X;

Defendants.

AND ALL RELATED CLAIMS

Case No. 2:16-cv-00099-RFB-(CWH)

Related Case No. 2:16-cv-00109-RFB-CWH  
(Jointly Administered Cases)

STIPULATION AND ORDER FOR  
ENTRY OF FINAL JUDGMENT

COME NOW, (1) Plaintiffs and Counter-Defendants First 100, LLC ("First 100") and 1<sup>st</sup>  
One Hundred Holdings, LLC ("Holdings," and together with First 100, the "Plaintiffs"), by and  
through their undersigned attorneys, Maier Gutierrez Ayon; (2) Third-Party Defendants Holdings,  
Jay Bloom, Carlos Cardenas, Christopher Morgando, and Matthew Farkas (collectively, the  
"Guarantors"), by and through their undersigned attorneys, Maier Gutierrez Ayon, (3) Defendant,

HOWARD & HOWARD ATTORNEYS, PLLC  
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Counterplaintiff, and Third Party Plaintiff Omni Financial, LLC ("Omni"), by and through its undersigned attorneys, Howard & Howard Attorneys PLLC, (4) Defendants PrenPoinciana, LLC and Prentice Lending II LLC (collectively, "PrenPoinciana"), by and through their undersigned attorneys, Greenberg Traurig, LLP; and (5) Plaintiffs KAL-MOR-USA LLC and GFY Management LLC (in Case No. 2:16-cv-00109) (collectively, "Kal-Mor/GFY"), by and through their undersigned attorneys, Kolesar & Leatham, all of whom stipulate and agree as follows:

# RECITALS

1. On January 15, 2016, First 100 filed a Complaint asserting various claims for relief (the "Claims") against Omni and PrenPoinciana in the Eighth Judicial District Court in Clark County, Nevada (the "Lawsuit"), seeking an *ex parte* temporary restraining order stopping a foreclosure sale which Omni had previously noticed.

2. Omni removed the Lawsuit to the U.S. District Court for the District of Nevada (the "District Court") (Notice of Removal, ECF No. 1),<sup>1</sup> where it is known as Case No. 2:16-cv-00099.

3. On February 9, 2016, the Lawsuit was consolidated with a separate action filed by Kal-Mor USA LLC (which had also been removed by Omni and is Case No. 2:16-cv-00109, and which case constitutes part of the defined term, the "Lawsuit").

4. On June 15, 2016, Defendant Omni filed its Answer to First 100, LLC's Complaint and Counterclaim and Third-Party Complaint (ECF 99), asserting various counterclaims and third-party claims for relief against the Plaintiffs and Guarantors (the "Counterclaims and Third-Party Claims").

5. As set forth in extensive detail in the pleadings and papers in the Lawsuit, numerous disputes (collectively, the "Disputes") have arisen between Plaintiffs, Defendants, and Guarantors regarding, for example:<sup>2</sup>

- (a) First 100's default on a line of credit loan extended by Omni pursuant to a loan agreement and other transaction documents dated May 27, 2014;

<sup>1</sup> All references herein to "ECF" numbers are to filings in Case No. 2:16-cv-00099.

<sup>2</sup> This list is not exhaustive.

- (b) the ownership, management, and control of certain homeowner association liens/receivables ("HOA Receivables") those acquired from the Association of Poinciana Villages ("APV") and (i) relating to the calendar year 2013 ((the "2013 Receivables"), (ii) relating to the calendar years 2014-2015 (the "2014-2015 Receivables") and (iii) certain additional properties previously managed by Association Capital Resources, LLC (the "ACR Receivables");
- (c) the ownership, management, and control of all other HOA Receivables owned all other HOA Receivables owned by First 100 from time to time from the inception of the Omni loan through the date hereof, if and to the extent serviced by the McCabe Firm, including those relating to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve, Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove) (collectively, the "Additional HOA Receivables");
- (d) the ownership, management, and control of First 100's other personal property;
- (c) the reasonableness of Omni's foreclosure sale on May 25, 2016 regarding such HOA Receivables and other personal property; and
- (f) Omni's first-priority security interest, as beneficiary, under deeds of trust in various real properties previously or currently owned by First 100.

6. After negotiating in good faith, the Parties have reached a settlement agreement dated on or about the date hereof (the "Settlement Agreement") to fully resolve their Disputes, the Lawsuit, and the Claims, Counterclaims, and Third-Party Claims on the terms set forth below.

#### STIPULATION

NOW, THEREFORE, the Parties hereby stipulate and agree to the immediate entry of a Stipulated Judgment<sup>3</sup> by the Court fully resolving the Parties' Disputes, the Lawsuit, and the

<sup>3</sup> A proposed Stipulated Judgment has been approved in form and content by the Parties and is attached hereto as Exhibit 1.

1 Claims, Counterclaims, and Third-Party Claims by and among them, upon the following terms and  
2 conditions:

3 ***Stipulated Judgment***

4 1. The Parties agree and consent to a stipulated judgment debt owed by First 100 to  
5 Omni in the amount of Four Million Eight Hundred Thousand Dollars (USD \$4,800,000), but  
6 which amount could increase by a specific sum if certain conditions subsequent were not met.

7 ***HOA Receivables & Proceeds; Other Property***

8 2. Omni is, and shall be determined to be, the absolute owner of all right, title, and  
9 interest in the 2013 Receivables, the 2014-2015 Receivables, and Additional HOA Receivables,  
10 including, without limitation, (a) all future proceeds arising therefrom, (b) all undisbursed proceeds  
11 thereof being held by the Parties or any third party (e.g., the McCabe law firm), regardless of how  
12 such proceeds may have previously been allocated among the Parties, and (c) any rights or  
13 privileges enjoyed by, or benefiting, First 100 with respect to those HOA Receivables, including  
14 rights or privileges under any continuing powers of attorney granted by a third party.

15 3. Omni disclaims any right, title, or interest in the ACR Receivables.

16 4. The Parties hereby agree and consent to the unfreezing of the HOA Receivables  
17 and all proceeds derived therefrom (meaning, for example, all undisbursed proceeds held by the  
18 McCabe law firm may be disbursed upon the unilateral instruction(s) of the Party(ies) to whom  
19 such proceeds belong).

20 5. To the extent not already secured in Omni's favor pursuant to the loan documents,  
21 First 100 has granted to Omni a lien in all pending lawsuits, administrative actions, arbitrations,  
22 and litigation in which First 100 has asserted an affirmative claim, as well as in all unasserted  
23 claims that may give rise to such future litigation.

24  
25 6. Upon full repayment of the stipulated judgment debt, Omni shall return or release  
26 to First 100 (i) any and all interest in the 2013 Receivables, the 2014-2015 Receivables, and  
27 Additional HOA Receivables; (ii) all remaining liens in First 100's claims and litigation; (iii) four



1 specific real properties in Nevada, to First 100 or its Affiliate; and (iv) all real property derived  
2 from foreclosure actions on any of the HOA Receivables conveyed.

3 ***Dismissal; Jurisdiction; Bonds***

4 7. The Lawsuit and any and all Disputes, Claims, Counterclaims, and Third-Party  
5 Claims are and shall be hereby dismissed with prejudice.

6 8. Notwithstanding the foregoing, the entry of a final judgment by this Court pursuant  
7 to this Stipulation and Order shall not preclude or otherwise impair any claim or defense that may  
8 exist or arise between or among the Parties with respect to a breach of the Settlement Agreement.

9 9. Notwithstanding the foregoing, the Court shall retain jurisdiction (over the Parties,  
10 the Lawsuit, the Disputes, Claims, Counterclaims, and Third-Party Claims, and the Settlement  
11 Agreement (and alleged breaches thereof)), to hear any further proceedings regarding the same, if  
12 necessary or appropriate.

13 10. Each Party shall each bear responsibility for its own fees and costs incurred in  
14 connection with this matter (including, in particular, the Lawsuit).

15 11. The two monetary bonds deposited with the Clerk of the Court during the Lawsuit,  
16 by First 100 (in the amount of \$15,000, deposited on January 21, 2016 (ECF 13-14)) and Omni (in  
17 the amount of \$1,000, deposited on June 28, 2016 (ECF 131-32)), shall be immediately released  
18 to Omni.

19 ***Settlement Terms***

20 12. The Parties wish to keep the terms of their Settlement Agreement confidential. This  
21 Stipulation and Order is not intended to be an exhaustive summary of the relevant terms of the  
22 Settlement Agreement. Any description of a term of the Settlement Agreement in this Stipulation  
23 and Order is not intended to amend or modify that term. Any omission of a term of the Settlement  
24 Agreement in this Stipulation and Order is not intended to constitute a waiver of that term.

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[Signature Page to Stipulation and Order]

Dated: February 14, 2017

**HOWARD & HOWARD ATTORNEYS  
PLLC**

By: /s/ Robert Hernquist  
Robert Hernquist  
Nevada Bar No. 10616  
Mark Gardberg  
Nevada Bar No. 10879  
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Las Vegas, Nevada 89169-5980

*Attorneys for Defendant, Counterplaintiff,  
and Third Party Plaintiff Omni Financial  
LLC*

Dated: February 14, 2017

**GREENBERG TRAUIG, LLP**

By: /s/ Christopher Miltenberger  
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3773 Howard Hughes Parkway, #400  
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*Attorneys for Defendants PrenPoinciana,  
LLC and Prentice Lending II LLC*

Dated: February 14, 2017

**MAIER GUTIERREZ AYON**

By: /s/ Joseph A. Gutierrez  
Joseph A. Gutierrez  
Nevada Bar No. 9046  
Jason R. Maier, Nevada Bar No. 8557  
8816 Spanish Ridge Avenue  
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*Attorneys for (1) Plaintiffs and  
Counterdefendants First 100, LLC and  
1st One Hundred Holdings, LLC and (2)  
Third-Party Defendants 1st One Hundred  
Holdings, LLC, Jay Bloom, Carlos  
Cardenas, Christopher Morgando, and  
Matthew Farkas*

Dated: February 14, 2017

**KOLESAR & LEATHAM**

By: /s/ Bart K. Larsen  
Bart K. Larsen  
Nevada Bar No. 08538  
400 South Rampart Blvd., Suite 400  
Las Vegas, Nevada 89145

*Attorneys for Plaintiffs KAL-MOR-USA LLC  
and GFY Management LLC (in Case No.  
2:16-cv-00109)*

**ORDER**

IT IS SO ORDERED.

Dated: \_\_\_\_\_

UNITED STATES DISTRICT JUDGE

# EXHIBIT 1

# EXHIBIT 1

JA001215

JOINTLY SUBMITTED

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

FIRST 100, LLC, a Nevada limited liability company; 1<sup>st</sup> ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited liability company; PRENPOINCIANA, LLC, a foreign limited liability company; DOES 1 through X and ROE ENTITIES 1 through X;

Defendants.

AND ALL RELATED CLAIMS

Case No. 2:16-cv-00099-RFB-(CWH)

Related Case No. 2:16-cv-00109-RFB-CWH  
(Jointly Administered Cases)

STIPULATED JUDGMENT

COME NOW, (1) Plaintiffs and Counter-Defendants First 100, LLC ("First 100") and 1<sup>st</sup> One Hundred Holdings, LLC ("Holdings," and together with First 100, the "Plaintiffs"), by and through their undersigned attorneys, Maier Gutierrez Ayon; (2) Third-Party Defendants Holdings, Jay Bloom, Carlos Cardenas, Christopher Morgando, and Matthew Parkas (collectively, the "Guarantors"), by and through their undersigned attorneys, Maier Gutierrez Ayon, (3) Defendant, Counterplaintiff, and Third Party Plaintiff Omni Financial, LLC ("Omni"), by and through its undersigned attorneys, Howard & Howard Attorneys PLLC, (4) Defendants PrenPoinciana, LLC and Prentice Lending II LLC (collectively, "PrenPoinciana"), by and through their undersigned attorneys, Greenberg Traurig, LLP; and (5) Plaintiffs KAL-MOR-USA LLC and GFY Management LLC (in Case No. 2:16-cv-00109) (collectively, "Kal-Mor/GFY"), by and through their undersigned attorneys, Kolesar & Leatham.

RECITALS

On January 15, 2016, First 100 filed a complaint asserting various claims for relief (the "Claims") against Omni and PrenPoinciana in the Eighth Judicial District Court in Clark County, Nevada (the "Lawsuit"), seeking an *ex parte* temporary restraining order stopping a foreclosure sale which Omni had previously noticed. Omni removed the Lawsuit to the U.S. District Court for the District of Nevada (the "District Court") (Notice of Removal, ECF No. 1),<sup>1</sup> where it is known as Case No. 2:16-cv-00099. On February 9, 2016, the Lawsuit was consolidated with a separate action filed by Kat-Mor USA LLC (which had also been removed by Omni and is Case No. 2:16-cv-00109, and which case constitutes part of the defined term, the "Lawsuit"). On June 15, 2016, Defendant Omni filed its Answer to First 100, LLC's Complaint and Counterclaim and Third-Party Complaint (ECF 99), asserting various counterclaims and third-party claims for relief against the Plaintiffs and Guarantors (the "Counterclaims and Third-Party Claims").

As set forth in extensive detail in the pleadings and papers in the Lawsuit, numerous disputes (collectively, the "Disputes") have arisen between Plaintiffs, Defendants, and Guarantors regarding, for example:<sup>2</sup>

(a) First 100's default on a line of credit loan extended by Omni pursuant to a loan agreement and other transaction documents dated May 27, 2014;

(b) the ownership, management, and control of certain homeowner association liens/receivables ("HOA Receivables") those acquired from the Association of Poinciana Villages ("APV") and (i) relating to the calendar year 2013 (the "2013 Receivables"), (ii) relating to the calendar years 2014-2015 (the "2014-2015 Receivables") and (iii) certain additional properties previously managed by Association Capital Resources, LLC (the "ACR Receivables");

(c) the ownership, management, and control of all other HOA Receivables owned all other HOA Receivables owned by First 100 from time to time from the inception of the Omni loan through the date hereof, if and to the extent serviced by the McCabe Firm, including those relating

<sup>1</sup> All references herein to "ECF" numbers are to filings in Case No. 2:16-cv-00099.

<sup>2</sup> This list is not exhaustive.

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to Harbor Watch (a/k/a Harbour Watch), Images Condominium Association, Black Bear Reserve, Brightwaters, Autumnwood Grove and Hartlake Cove (a/k/a Hart Lake Cove) (collectively, the "Additional HOA Receivables");

(d) the ownership, management, and control of First 100's other personal property;

(e) the reasonableness of Omni's foreclosure sale on May 25, 2016 regarding such HOA Receivables and other personal property; and

(f) Omni's first-priority security interest, as beneficiary, under deeds of trust in various real properties previously or currently owned by First 100.

Without admitting liability, the Parties waive the entry of findings of fact and conclusions of law by the Court and voluntarily consent to the entry of this Stipulated Judgment fully resolving the Lawsuit, Disputes, Claims, Counterclaims, and Third-Party Claims.

NOW, THEREFORE, it is accordingly ORDERED, ADJUDGED, and DECREED that:

1. First 100 owes Omni a stipulated judgment debt in the amount of Four Million Eight Hundred Thousand Dollars (USD \$4,800,000), but which amount could increase by a specific sum if certain conditions subsequent were not met.

2. Omni is the absolute owner of all right, title, and interest in the 2013 Receivables 2014-2015 Receivables, and Additional HOA Receivables, including without limitation (a) all future proceeds arising therefrom, (b) all undisbursed proceeds thereof being held by any third party, regardless of how such proceeds may have previously been allocated among the Parties, and (c) any rights or privileges enjoyed by, or benefiting, First 100 with respect to those HOA Receivables, including rights or privileges under any continuing powers of attorney granted by a third party.

3. The prior Order entered in this action on April 18, 2016 [ECF No. 60] is hereby vacated, and the restrictions set forth therein upon the distribution of HOA Receivables and the proceeds thereof are null and void. The HOA Receivables and all proceeds derived therefrom (meaning, for example, all undisbursed proceeds held by the McCabe law firm) may be disbursed upon the unilateral instructions of the Party(ies) in accordance with this Stipulated Judgment and

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1 the Stipulated Judgment entered in Case No. 2:16-cv-00109 on January 2, 2017 (ECF No. 58).

2 4. Upon full repayment of the stipulated judgment debt, Omni shall return or release  
3 to First 100 (i) any and all interest in the 2013 Receivables, the 2014-2015 Receivables, and  
4 Additional HOA Receivables; (ii) all remaining liens in First 100's claims and litigation; (iii) four  
5 specific real properties in Nevada, to First 100 or its Affiliate; and (iv) all real property derived  
6 from foreclosure actions on any of the HOA Receivables conveyed.

7 5. The Lawsuit and any and all Disputes, Claims, Counterclaims, and Third-Party  
8 Claims are hereby dismissed with prejudice.

9 6. This judgment shall not preclude or otherwise impair any claim or defense that may  
10 exist or arise between or among the Parties with respect to a breach of the Settlement Agreement.  
11 The Court hereby retains jurisdiction (over the Parties, the Lawsuit, the Disputes, Claims,  
12 Counterclaims, and Third-Party Claims, and the Settlement Agreement (and alleged breaches  
13 thereof)), to hear any further proceedings regarding the same, if necessary or appropriate.

14 7. Each Party bears responsibility for its own fees and costs incurred in connection  
15 with this matter (including, in particular, the Lawsuit).

16 8. The two monetary bonds deposited with the Clerk of the Court during the Lawsuit,  
17 by First 100 (in the amount of \$15,000, deposited on January 21, 2016 (ECF 13-14)) and Omni (in  
18 the amount of \$1,000, deposited on June 28, 2016 (ECF 131-32)), are to be immediately released  
19 to Omni.

20 **ORDER**

21 IT IS SO ORDERED.

22 Dated: \_\_\_\_\_

23  
24  
25 UNITED STATES DISTRICT JUDGE  
26  
27

**HOWARD & HOWARD ATTORNEYS, PLLC**

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Approved as to form and content by:

Dated: February 14, 2017

**HOWARD & HOWARD ATTORNEYS  
PLLC**

By: /s/ Robert Hernquist  
Robert Hernquist  
Nevada Bar No. 10616  
Mark Gardberg  
Nevada Bar No. 10879  
Wells Fargo Tower, Suite 1000  
3800 Howard Hughes Parkway  
Las Vegas, Nevada 89169-5980

*Attorneys for Defendant, Counterplaintiff,  
and Third Party Plaintiff Omni Financial  
LLC*

Dated: February 14, 2017

**GREENBERG TRAUIG, LLP**

By: /s/ Christopher Miltenberger  
Christopher Miltenberger  
Nev. Bar No. 10153  
3773 Howard Hughes Parkway, #400  
Las Vegas, NV 89169

*Attorneys for Defendants PrenPoinciana,  
LLC and Prentice Lending II LLC*

Dated: February 14, 2017

**MAIER GUTIERREZ AYON**

By: /s/ Joseph A. Gutierrez  
Joseph A. Gutierrez  
Nevada Bar No. 9046  
Jason R. Maier, Nevada Bar No. 8557  
8816 Spanish Ridge Avenue  
Las Vegas, Nevada 89148

*Attorneys for (1) Plaintiffs and  
Counterdefendants First 100, LLC and  
1st One Hundred Holdings, LLC and (2)  
Third-Party Defendants 1st One Hundred  
Holdings, LLC, Jay Bloom, Carlos  
Cardenas, Christopher Morgando, and  
Matthew Farkas*

Dated: February 14, 2017

**KOLESAR & LEATHAM**

By: /s/ Bart K. Larsen  
Bart K. Larsen  
Nevada Bar No. 08538  
400 South Rampart Blvd., Suite 400  
Las Vegas, Nevada 89145

*Attorneys for Plaintiffs KAL-MOR-USA LLC  
and GFY Management LLC (in Case No.  
2:16-cv-00109)*



# EXHIBIT “F”

# EXHIBIT “F”

**Gardberg, Mark J.**

---

**From:** Joseph Gutierrez <jag@mgalaw.com>  
**Sent:** Tuesday, May 31, 2016 9:16 AM  
**To:** Hernquist, Robert W  
**Cc:** Gardberg, Mark J.  
**Subject:** RE: UCC Sale

My client does not agree that the UCC sales were valid and does not recognize the legitimacy thereof. Accordingly, my client will not voluntarily turn over anything.

We are in the process of filing a writ of mandamus and a motion to invalidate the UCC sales.

**Joseph A. Gutierrez**  
**MAIER GUTIERREZ AYON**  
400 South Seventh Street | Suite 400  
Las Vegas, Nevada 89101  
Tel: 702.629.7900 | Fax: 702.629.7925  
[jag@mgalaw.com](mailto:jag@mgalaw.com) | [www.mgalaw.com](http://www.mgalaw.com)



**From:** Hernquist, Robert W [mailto:rwh@h2law.com]  
**Sent:** Thursday, May 26, 2016 1:05 PM  
**To:** Joseph Gutierrez <jag@mgalaw.com>  
**Cc:** Gardberg, Mark J. <mgardberg@HowardandHoward.com>  
**Subject:** UCC Sale

Joe,

As you know, Omni was the winning bidder on all eight of the UCC sales, previously noticed by Omni, that were conducted yesterday. I am writing regarding the transfer of those personal assets from First 100 to Omni.

**Sale #3.** This sale consisted of all HOA liens and receivables other than the 2013, 2014, 2015 and 2016 receivables relating to the Association of Poinciana Villages ("APV"). For instance, it is our understanding that Mr. McCabe is holding significant sums relating to collections on HOA accounts that are unrelated to APV.

Please identify all other HOA liens and receivables in which First 100 holds any right, title or interest in other than APV, including those in Nevada. At a minimum, please provide all underlying documents providing First 100 with that interest, a current accounting, and contact information for the person(s) with the most knowledge regarding the collection and processing of those accounts.

**Sale #4.** This sale consisted of all bank accounts, deposit accounts and cash.

Please have First 100 provide full information for all accounts held in its name or upon which it is a signatory, including the name of the banking institution, the account number and the balance as of yesterday. We know from the balance sheet that First 100 has two accounts with Bank of America, so at a minimum information regarding those two accounts should be provided.

First 100's balance sheet also includes entries for attorney trust fund deposits, so Omni also needs information regarding all such deposits whether with your firm or any other law firm.

**Sale #5.** This sale consisted of office equipment, including computers, printers, telephones, fax machines, jewelry/art, furniture, furnishings and fixtures. On its balance sheet, First 100 values these items at slightly over \$22,000. We will be sending a truck and movers to First 100's office to pick up all of this personal property. Please provide us with a date next week that best works for your client.

**Sale #6.** This sale consisted of choses in action, and included all pending actions where First 100 has asserted an affirmative claim or counterclaim as well as all actions, demands and claims which are not yet subject of any legal action.

Please provide us with a list of all actions where First 100 has asserted an affirmative claim or counterclaim, including the case number, the identity of the parties, the jurisdiction where the case is pending and contact information for all attorneys of record.

Please also provide us with a list of all unasserted claims and relevant supporting documents, such as demand letters.

**Sale #7.** This sale consisted of accounts receivable, notes and obligations due to First 100. First 100's balance sheet lists \$39,336.56 in notes receivable, including notes receivable from Jay Bloom and Mr. Gordon, rent receivables, and amounts due from LVEI, Alan Lahrs, Tyrone & In-Ching LLC and SJC. Please provide us with copies of all underlying notes, contact information for each debtor and updated information regarding the balance due on each note or receivable.

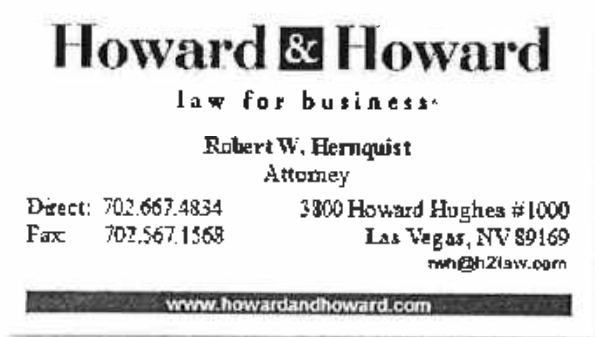
**Sale #8.** This sale consisted of all other personal property not identified in Sale Nos. 1 through 7. Please have First 100 identify all personal property it owned as of May 25, 2016 that is not included in Sale Nos. 1 through 7.

We are hopeful that your client will cooperate in the provision of this requested information and the transfer of all personal property acquired by Omni, so as to eliminate the need of additional motion practice. Please provide us with the requested information by Tuesday, May 31<sup>st</sup>.

Additionally, please also make sure that First 100 understands that effective yesterday Omni is now the owner of all of First 100's personal property and that any transfer or removal of any of these assets is a violation of law.

Best,

-Rob



NOTICE: Information contained in this transmission to the named addressee is proprietary information and is subject to attorney-client privilege and work product confidentiality. If the recipient of this transmission is not the named addressee, the recipient should immediately notify the sender and destroy the information transmitted without making any copy or distribution thereof.

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EXHIBIT “G”

EXHIBIT “G”

**Hernquist, Robert W**

---

**From:** Martin Boone [martin@shermanandboone.com]  
**Sent:** Saturday, June 04, 2016 3:38 PM  
**To:** Gardberg, Mark J.; Hernquist, Robert W  
**Subject:** Fwd: First 100 v. Twin Peak Realty Group/Bank of New York Mellon (2580.106) [Property Address: 7708 Himaayas Ave. # 204 ]

FYI

Sent from my iPhone

Begin forwarded message:

**From:** Jay Bloom <jbloom@f100llc.com>  
**Date:** June 4, 2016 at 3:27:25 PM PDT  
**To:** Neil Durrant <ndurrant@f100llc.com>  
**Cc:** 'Joseph Gutierrez' <jag@mgalaw.com>, "Jason G. Martinez" <jmartinez@weiltdrager.com>, Martin Boone <martin@shermanandboone.com>  
**Subject:** RE: First 100 v. Twin Peak Realty Group/Bank of New York Mellon (2580.106) [Property Address: 7708 Himalayas Ave. # 204 ]

Neil,

I am authorizing the settlement on behalf of First 100.

As to the distribution of funds, I am fine with the firms fees of \$15,000 coming off of the top.

Sam will require \$3,500 for his signature, and I can arrange for that.

I am sure that Omni and First 100 will each make claim for any remaining balance.

First 100's position is that the Omni obligation has been satisfied by their non-judicial foreclosure Sale #1, (on collateral which Omni valued at \$3.07mm, as ratified by the Court in its Finding of Facts contained within its Order) with any remaining balance due Omni easily satisfied by a stipulation, or Writ of Attachment to that portion of the cash balances in the McCabe account necessary to satisfy the remaining balance of \$430,000 of the total of \$3.5mm deemed due to Omni as also determined by the Court in its Findings of Fact contained in its Order.

The remaining Omni non judicial personal property sales #2 - #8 are not valid and are not recognized by First 100, LLC. (not only pursuant to accord and satisfaction, but also due to a half dozen fatal defects in each of the Omni sale processes, as will be addressed in a number of pending motions and a Writ currently being filed).

Further, under the Property First Rule of the One Action Rule, Omni, in electing to first pursue a remedy against personal property, voids any Omni claims or deeds of trust that it may have previously had against any First 100 real property, including the one comprising the subject matter of the instant property.

Omni however, it seems, is under the impression that it has an entitlement to collect on its now satisfied Note indefinitely.

That will be the subject of material motion practice and litigation commencing in the very near future, and I am sure continuing over the next 3-5 years, absent a settlement, for which I remain hopeful.

However, in this matter, given the amounts involved, and how quickly that can be eaten up by attorneys, First 100 would agree to just splitting the remaining balance with Omni.

So Neil, if you settle for \$40,000, First 100 would agree as follows:

- \$15,000 to your firm to cover fees,
- \$3,500 to Sam Diamond,
- \$10,750 to Omni and
- \$10,750 to First 100.

If that is acceptable to Omni, that will work for First 100 and will also satisfy Sam Diamond, and the funds can go to the parties instead of to attorneys, at least with respect to this matter.

Yours,

Jay Bloom

Director

1st One Hundred

m 702.423.0500 | o 702.823.3600 | f 702.724.9781

[jbloom@f100llc.com](mailto:jbloom@f100llc.com) | [www.f100llc.com](http://www.f100llc.com)

Corporate Headquarters

The Morrissey Building

11920 Southern Highlands Pkwy., Second Floor, Las Vegas, NV 89141

Please consider the environment

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From: Neil Durrant [<mailto:ndurrant@weiltdrager.com>]

Sent: Friday, June 3, 2016 10:47 AM

To: 'Martin Boone' <[martin@shermanandboone.com](mailto:martin@shermanandboone.com)>; Jay Bloom <[jbloom@f100llc.com](mailto:jbloom@f100llc.com)>

Cc: Jason G. Martinez <[jmartinez@weiltdrager.com](mailto:jmartinez@weiltdrager.com)>; Neil Durrant <[ndurrant@weiltdrager.com](mailto:ndurrant@weiltdrager.com)>

Subject: First 100 v. Twin Peak Realty Group/Bank of New York Mellon (2580.106) [Property Address: 7708 Himalayas Ave. # 204 ]

Martin and Jay:

As you know, you agreed to have this firm represent the interests of F100, OMNI, and Sam Wyatt Diamond (Defendants/Counter defendants) in a wrongful foreclosure action filed by F100. This case is at a critical point in the discovery process that, if the matter does not resolve, will drastically increase the amount of discovery, fees, and expenses related to the litigation. The firm's current fees are estimated at \$15,000. There has been discussion amongst counsel of possible settlement. In order to settle, all parties will need to agree on the settlement amount, the terms, and the split of settlement funds. Based upon our discussions with the parties, we believe that settlement is possible in the \$30,000 to \$50,000 range with a target of \$40,000 to resolve without substantive expenses moving

forward. Any settlement necessarily will require payment of this firm's fees as outlined above prior to distributions to the parties.

Please advise if you will authorize this firm to move forward to pursue settlement on your behalf. If so, we need a clear understanding of the distribution and affirmation from all of you that once settled, you will sign the necessary deeds, releases, reconveyances, etc. to further the settlement. We look forward to your input.

If we are unable to resolve this matter at this stage, fees and costs will drastically increase. Further, if the parties cannot agree to a distribution arrangement, this firm will be required to reevaluate its representation of all parties.

Thank you.

*Neil B. Durrant, Esq*

Partner

WEIL & DRAGE, APC

2500 Anthem Village Dr.

Henderson, NV 89052

P (702) 314-1905

F (702) 314-1909

[ndurrant@weildrage.com](mailto:ndurrant@weildrage.com)

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(702) 314-1909 fax

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Phoenix, AZ 85022  
(602) 971-0159 phone

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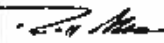
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**UCC FINANCING STATEMENT**

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| DENNIS DOSS   | 949-214-4300 |
| <b>B. SEND ACKNOWLEDGMENT TO: (Name and Address)</b>                    |              |
| DENNIS DOSS<br>DOSS LAW<br>303 MAGNOLIA DRIVE<br>LAGUNA BEACH, CA 92651 |              |

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| Filed in the office of<br><br>Ross Miller<br>Secretary of State<br>State of Nevada | Document Number<br><b>2014013360-8</b>            |
|   | Filing Date and Time<br><b>05/29/2014 2:40 PM</b> |

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**1. DEBTOR'S EXACT FULL LEGAL NAME** - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

|   |  |                                 |   |  |
|---|--|---------------------------------|---|--|
| <b>1a. ORGANIZATION'S NAME</b>              |  |                                 |   |  |
| FIRST 160, LLC (TAX ID 45-5021256)          |  |                                 |   |  |
| OR  |  |                                 |   |  |
| <b>1b. INDIVIDUAL'S LAST NAME</b>           |  | <b>FIRST NAME</b>               | <b>MIDDLE NAME</b>                      | <b>SUFFIX</b>                          |
|   |  |                                 |   |  |
| <b>1c. MAILING ADDRESS</b>                  |  | <b>CITY</b>                     | <b>STATE</b>                            | <b>POSTAL CODE</b>                     |
| 10920 SOUTHERN HIGHLANDS PARKWAY, 2ND FLOOR |  | LAS VEGAS                       | NV                                      | 89141                                  |
| <b>1d. SEE INSTRUCTIONS</b>                 | <b>ADD'L INFO RE ORGANIZATION DEBTOR</b> | <b>1e. TYPE OF ORGANIZATION</b> | <b>1f. JURISDICTION OF ORGANIZATION</b> | <b>1g. ORGANIZATIONAL ID #, if any</b> |
|   |  |                                 |   | <input type="checkbox"/> NONE          |

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME** - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

|                                   |  |                                 |   |  |
|-----------------------------------|--|---------------------------------|---|--|
| <b>2a. ORGANIZATION'S NAME</b>    |  |                                 |   |  |
| OR                                |  |                                 |   |  |
| <b>2b. INDIVIDUAL'S LAST NAME</b> |  | <b>FIRST NAME</b>               | <b>MIDDLE NAME</b>                      | <b>SUFFIX</b>                          |
|                                   |  |                                 |   |  |
| <b>2c. MAILING ADDRESS</b>        |  | <b>CITY</b>                     | <b>STATE</b>                            | <b>POSTAL CODE</b>                     |
|                                   |  |                                 |   |  |
| <b>2d. SEE INSTRUCTIONS</b>       | <b>ADD'L INFO RE ORGANIZATION DEBTOR</b> | <b>2e. TYPE OF ORGANIZATION</b> | <b>2f. JURISDICTION OF ORGANIZATION</b> | <b>2g. ORGANIZATIONAL ID #, if any</b> |
|                                   |  |                                 |   | <input type="checkbox"/> NONE          |

**3. SECURED PARTY'S NAME** - or NAME of TOTAL ASSIGNEE of ASSIGNOR (SP) - Insert only one secured party's name (3a or 3b)

|                                   |  |                   |                    |                    |
|-----------------------------------|--|-------------------|--------------------|--------------------|
| <b>3a. ORGANIZATION'S NAME</b>    |  |                   |                    |                    |
| OMNI FINANCIAL, LLC               |  |                   |                    |                    |
| OR                                |  |                   |                    |                    |
| <b>3b. INDIVIDUAL'S LAST NAME</b> |  | <b>FIRST NAME</b> | <b>MIDDLE NAME</b> | <b>SUFFIX</b>      |
|                                   |  |                   |                    |                    |
| <b>3c. MAILING ADDRESS</b>        |  | <b>CITY</b>       | <b>STATE</b>       | <b>POSTAL CODE</b> |
| 1260 41ST AVE, SUITE 0            |  | CAPITOLA          | CA                 | 95010              |
|                                   |  |                   |                    |                    |

**4. THIS FINANCING STATEMENT covers the following collateral:**

(A) "COLLATERAL" SHALL MEAN ALL OF BORROWER'S PRESENT AND FUTURE RIGHT, TITLE AND INTEREST IN AND TO ANY AND ALL OF THE PERSONAL PROPERTY OF BORROWER, WHETHER SUCH PROPERTY IS NOW EXISTING OR HEREFTER CREATED, ACQUIRED OR ARISING AND WHEREVER LOCATED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION: (I) ACCOUNTS; CHATTEL PAPER, INCLUDING, ELECTRONIC CHATTEL PAPER; (II) THE COMMERCIAL TORT CLAIMS IDENTIFIED ON "SCHEDULE A" HERETO; (IV) DEPOSIT ACCOUNTS; (V) DOCUMENTS; (VI) EQUIPMENT; (VII) FIXTURES; (VIII) FARM PRODUCTS; (IX) GENERAL INTANGIBLES; (X) GOODS; (XI) INSTRUMENTS; (XII) INVENTORY; (XIII) INVESTMENT PROPERTY; (XIV) LETTER-OF-CREDIT RIGHTS; (XV) PAYMENT INTANGIBLES; (XVI) SUPPORTING OBLIGATIONS; (XVII) PROCEEDS FROM THE COLLECTION OF HOMEOWNER ASSOCIATION RECEIVABLES, INCLUDING, BUT NOT LIMITED TO THE RECEIVABLE OF POMCANA HOMEOWNERS ASSOCIATION; AND (XVIII) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL ACCESSIONS TO AND PROCEEDS AND PRODUCTS OF THE FOREGOING.

|  |   |  |  |  |                                  |  |
|--|---|--|--|--|----------------------------------|--|
| <b>5. FILING OFFICE USE ONLY</b> (If applicable) | <input type="checkbox"/> IF DEBTOR'S SOURCE | <input type="checkbox"/> COOPERATIVE CO-REGISTRATION | <input type="checkbox"/> INVESTIGATION | <input type="checkbox"/> SELLER'S CREDIT | <input type="checkbox"/> ANCHOR  | <input type="checkbox"/> PARTIAL CLAIM |
| <b>6. THIS FINANCING STATEMENT is a:</b>         | <input type="checkbox"/> Initial Filing     | <input type="checkbox"/> Amendment                   | <input type="checkbox"/> Continuation  | <input type="checkbox"/> Assignment      | <input type="checkbox"/> Release | <input type="checkbox"/> Deletion      |
| <b>8. OPTIONAL FILER REFERENCE DATA</b>          |   |  |  |  |                                  |  |
| DEBTOR'S TAX ID NUMBER IS 45-5021256             |   |  |  |  |                                  |  |

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JA001229

034726

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DENNIS DOSS; 9492144399

Email DENNIS@DOSSLAWS.COM

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\*\*\*\*\* 201401513040 \*\*\*\*\*

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1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names

1a. ORGANIZATION'S NAME

FIRST 100, LLC

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S) SUFFIX

1c. MAILING ADDRESS Line One

10920 SOUTHERN HIGHLANDS PARKWAY 2ND FLOOR

This space not available.

MAILING ADDRESS Line Two

CITY

LAS VEGAS

STATE

NV

POSTAL CODE

89141

COUNTRY

US

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S) SUFFIX

2c. MAILING ADDRESS Line One

This space not available.

MAILING ADDRESS Line Two

CITY

STATE

POSTAL CODE

COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SMP) - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME

OMNI FINANCIAL, LLC

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S) SUFFIX

3c. MAILING ADDRESS Line One

1260 41ST AVE

This space not available.

MAILING ADDRESS Line Two

CITY

CAPITOLA

STATE

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COUNTRY

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4. This FINANCING STATEMENT covers the following collateral:

"COLLATERAL SHALL MEAN ALL OF BORROWER'S PRESENT AND FUTURE RIGHT, TITLE AND INTEREST IN AND TO ANY OF THE PERSONAL PROPERTY OF BORROWER, WHETHER SUCH PROPERTY IS NOW EXISTING OR HEREFTER CREATED, ACQUIRED OR ARISING AND WHEREVER LOCATED FROM TIME TO TIME, INCLUDING, WITHOUT LIMITATION: ACCOUNTS, CHATTEL PAPER, INCLUDING ELECTRONIC CHATTEL PAPER, DEPOSIT ACCOUNTS, DOCUMENTS, EQUIPMENT, FIXTURES, FARM PRODUCTS, GENERAL INTANGIBLES, GOODS, INSTRUMENTS, INVENTORY, INVESTMENT PROPERTY, LETTER OF CREDIT RIGHTS, PAYMENT INTANGIBLES AND SUPPORTING OBLIGATIONS, PROCEEDS FROM THE COLLECTION OF HOMEOWNER ASSOCIATION RECEIVABLES, INCLUDING, BUT NOT LIMITED TO THE RECEIVABLES OF POINCIANA HOMEOWNERS ASSOCIATION, AND TO THE EXTENT NOT OTHERWISE INCLUDED, ALL ACCESSIONS, PRODUCTS AND PROCEEDS OF THE FOREGOING.

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Filing Office Copy

Approved by the Secretary of State, State of Florida

JA001230

03426

EXHIBIT “H”

EXHIBIT “H”

1  
2  
3  
4 UNITED STATES DISTRICT COURT  
5 DISTRICT OF NEVADA

6 \* \* \*

7 FIRST 100, LLC, *et al.*,

8 Plaintiff,

9 v.

10 OMNI FINANCIAL, LLC, *et al.*,

11 Defendants.  
12

Case No. 2:16-cv-00099-RFB-CWH

**ORDER**

13 **I. BACKGROUND**

14 This case is before the Court on an Emergency Motion to Stay Proceedings filed by  
15 Plaintiffs First 100, LLC and 1st One Hundred Holdings LLC (collectively, "First 100") on June  
16 8, 2016. ECF No. 86. In its motion, First 100 seeks a stay of all proceedings in this action pending  
17 a resolution of its petition for writ of mandamus filed with the U.S. Court of Appeals for the Ninth  
18 Circuit. Because the Court finds that First 100 has not demonstrated that it is likely to succeed on  
19 the merits of its petition, First 100's motion is denied.  
20

21 **II. BACKGROUND**

22 First 100 initially brought this action in Nevada state court seeking to enjoin a foreclosure  
23 sale of First 100's assets by Defendants Omni Financial, LLC and PrenPoinciana, LLC. The case  
24 was removed to this Court on January 18, 2016, and First 100 filed an Emergency Motion for  
25 Temporary Restraining Order one day later.<sup>1</sup> ECF Nos. 1, 2. On January 20, 2016, the Court held  
26 a hearing and issued a Temporary Restraining Order (1) enjoining Defendants from conducting a  
27

28 <sup>1</sup> Interested party Kal-Mor-USA, LLC ("Kal-Mor") joined in First 100's Motion for Temporary Restraining Order on January 20, 2016. ECF No. 8.

1 foreclosure sale on any property belonging to First 100 and (2) preventing First 100 from selling,  
2 encumbering, or otherwise disposing of any of their interests in HOA accounts receivable at issue  
3 in this litigation. ECF Nos. 11, 12. First 100 subsequently filed its Motion for Preliminary  
4 Injunction, the hearing of which was postponed several times to allow the parties to pursue  
5 settlement and to retain expert witnesses to testify as to the valuation of the HOA accounts  
6 receivable at issue in this case. ECF Nos. 36, 41, 58. The Court held a hearing on Plaintiffs'  
7 preliminary injunction motions over three days from May 11, 2016 to May 13, 2016.

8 On May 23, 2016, the Court denied First 100's and Kal-Mor's Motions for Preliminary  
9 Injunction, finding that neither party had established a likelihood of success on the merits of their  
10 claims or a likelihood of irreparable harm absent an injunction. ECF No. 82. In its Order, the Court  
11 also denied First 100's Motion to Enforce Settlement Agreement. Id. at 19-21. The Court found  
12 that the parties had not entered into an enforceable contract according to the terms read into the  
13 record on February 2, 2016 because they had not agreed to all material terms. Id. at 19-20.  
14 Moreover, the Court found that even if the agreement were enforceable, First 100 would no longer  
15 be entitled to seek enforcement of it because of its material breach of that agreement. Id. at 20-21.

16 On June 7, 2016, First 100 filed a Petition for Writ of Mandamus with the U.S. Court of  
17 Appeals for the Ninth Circuit. ECF No. 92. In its petition, First 100 seeks an order from the Ninth  
18 Circuit directing this Court to find that the terms of the purported settlement agreement read into  
19 the record on February 2 are binding upon the parties and to grant the Motion to Enforce Settlement  
20 Agreement.

21 On June 8, 2016, First 100 filed a motion on an emergency basis seeking to stay all  
22 proceedings in this case pending resolution of its mandamus petition. ECF No. 86. In this motion,  
23 First 100 argues that unless a stay is granted, the purpose of the writ of mandamus—enforcement  
24 of the settlement agreement—would be defeated since the settlement agreement was intended to  
25 prevent further litigation. First 100 also contends that it would be irreparably harmed absent a stay  
26 because Omni, as the winning bidder at the foreclosure sale, has begun making demands on First  
27 100's personal property, contacting the defendants in civil actions brought by First 100, and  
28 offering to sell First 100's legal claims. First 100 argues that it would be irreparably harmed if

1 Omni attempted to assert ownership of First 100's claims in this case and dismiss them with  
2 prejudice. Finally, First 100 also argues in cursory fashion that Defendants will suffer no harm  
3 from a stay beyond delay in this litigation and that First 100 is likely to succeed on the merits of  
4 its writ petition.

5 In response, Omni (joined by PrenPoinciana) argues that First 100 has not shown it is likely  
6 to succeed on the merits of its mandamus petition because (1) it has not demonstrated how this  
7 Court's ruling on the motion was erroneous and (2) it has not addressed the Court's alternative  
8 finding regarding First 100's breach of the purported settlement agreement. ECF No. 94. In  
9 addition, Omni contends that First 100 has not established that it is likely to suffer irreparable harm  
10 absent a stay because it has not shown that Omni is attempting to unjustly enrich itself by taking  
11 title to First 100's personal property. Omni asserts that First 100's definition of irreparable harm  
12 (interference with its ability to do business) was already rejected by this Court in its order denying  
13 the preliminary injunction motions. Omni's counsel has also submitted a declaration stating that  
14 Omni has not initiated contact with any litigants in First 100's cases, but that it has received  
15 inquiries from litigants in those cases. *Id.* Ex. A. Finally, Omni argues that the equities tip in its  
16 favor due to First 100's wrongful conduct in this case and that the public interest in ensuring that  
17 secured debt obligations and court orders are honored weighs against a stay in this case.

### 18 19 **III. LEGAL STANDARD**

20 As an initial matter, the Court agrees with Omni that First 100 has not provided the correct  
21 legal standard applicable to motions to stay proceedings pending an appeal. In the Ninth Circuit,  
22 the factors that courts consider in deciding whether to grant a stay are the same as those applicable  
23 to a motion for preliminary injunction: "A party seeking a stay must establish that he is likely to  
24 succeed on the merits, that he is likely to suffer irreparable harm in the absence of relief, that the  
25 balance of equities tip in his favor, and that a stay is in the public interest." Humane Soc'y of U.S.  
26 v. Gutierrez, 558 F.3d 896, 896 (9th Cir. 2009) (mem.); see also Hilton v. Braunskill, 481 U.S.  
27 770, 776 (1987) ("Different [r]ules of [p]rocedure govern the power of district courts and courts  
28 of appeals to stay an order pending appeal. See Fed. Rule Civ. Proc. 62(c); Fed. Rule App. Proc.

1 8(a). Under both [r]ules, however, the factors regulating the issuance of a stay are generally the  
2 same: (1) whether the stay applicant has made a strong showing that he is likely to succeed on the  
3 merits; (2) whether the applicant will be irreparably injured absent a stay; (3) whether issuance of  
4 the stay will substantially injure the other parties interested in the proceeding; and (4) where the  
5 public interest lies.”). The first two factors—likelihood of success on the merits and likelihood of  
6 irreparable harm—are the “most critical.” Nken v. Holder, 556 U.S. 418, 434 (2009).

7 “A stay is not a matter of right, even if irreparable injury might result. It is instead an  
8 exercise of judicial discretion, and [t]he propriety of its issue is dependent upon the circumstances  
9 of the particular case.” Id. at 433 (citations and internal quotation marks omitted) (alteration in  
10 original). “The party requesting a stay bears the burden of showing that the circumstances justify  
11 an exercise of that discretion.” Id. at 433-34.

#### 12 13 **IV. DISCUSSION**

14 After reviewing the parties’ briefs, the Court denies First 100’s motion to stay proceedings  
15 because it has not established the critical element of likelihood of success on the merits, satisfaction  
16 of which is required for the issuance of a stay.

##### 17 **A. Likelihood of Success on the Merits**

18 The Court finds that First 100 has not shown that it is likely to succeed on the merits of its  
19 mandamus petition. First 100 has not established a likelihood that the Court committed clear error  
20 in its Order denying the preliminary injunctions, which is required in order to obtain the relief of  
21 a writ of mandamus.

22 “The writ of mandamus is an ‘extraordinary’ remedy limited to ‘extraordinary’ causes.”  
23 Burlington N. & Santa Fe Ry. Co. v. U.S. Dist. Court, 408 F.3d 1142, 1146 (9th Cir. 2005). The  
24 Ninth Circuit analyzes five factors in determining whether a party is entitled to the writ, “asking  
25 whether: 1) there are no other adequate means, such as direct appeal, to secure relief; 2) failure to  
26 grant the writ would result in damage to petitioner that is not correctable on appeal; 3) the district  
27 court’s order is clearly erroneous as a matter of law; 4) the order represents an oft-repeated error  
28 or patent disregard of the federal rules; and 5) the order raises new and important problems or legal

1 issues of first impression.” Id. Although every factor need not necessarily be met, “the absence of  
2 the third factor, clear error, is dispositive.” Id. (citations and internal quotation marks omitted).  
3 “Clear error is found when a reviewing court has a definite and firm conviction that a mistake has  
4 been committed.” Lewis v. Ayers, 681 F.3d 992, 998 (9th Cir. 2012) (internal quotation marks  
5 omitted).

6 First 100’s discussion of its likelihood of success on the merits is extremely brief and does  
7 not address which aspects of the Court’s order First 100 believes were clearly erroneous or how  
8 any of the other factors considered in issuing a writ of mandamus are met in this case. With respect  
9 to the issue of likelihood of success, First 100’s brief is limited to discussion of the principle that  
10 settlement is favored over litigation and the argument that First 100 will be put out of business if  
11 the settlement is not enforced. First 100’s discussion of the preferred status of settlements,  
12 however, does not establish that a valid and binding settlement agreement was reached in *this* case.  
13 Further, First 100’s argument about being put out of business goes to the issue of irreparable harm,  
14 not success on the merits, and was already rejected as a potential basis for relief in the Court’s  
15 Order. See Order at 18-19, ECF No. 82. First 100 has not presented any new argument on this  
16 issue.

17 Even if the Court were to consider the arguments raised in First 100’s mandamus petition  
18 itself, the Court would not find that First 100 has established that this Court committed clear error.  
19 First 100’s legal argument in its mandamus petition rests on the theory that this Court clearly erred  
20 by relying on later-proposed draft agreements to find that there was no meeting of the minds at the  
21 February 2 hearing. But First 100 cites no authority to contradict this Court’s reliance on May v.  
22 Anderson, 119 P.3d 1254 (Nev. 2005) and Certified Fire Protection, Inc. v. Precision Construction,  
23 283 P.3d 250 (Nev. 2012) for the principles that (1) a contract has not been formed until there has  
24 been agreement on all material terms and (2) in determining the material terms, courts can look to  
25 the context of the agreement and the subsequent conduct of the parties, including the type of  
26 dispute that arises.

27 First 100 also argues that the Court’s conclusion that no meeting of the minds occurred at  
28 the February 2, 2016 hearing contravenes the Nevada Supreme Court’s decision in Grisham v.



1 Grisham, 289 P.3d 230 (Nev. 2012). Grisham involved a final divorce decree entered by a Nevada  
2 district court based upon a written, but unsigned, settlement agreement and the parties' testimony  
3 that they agreed to be bound by the agreement's terms. After finding that the agreement was not  
4 subject to the statute of frauds, the Nevada Supreme Court held that the district court did not abuse  
5 its discretion in enforcing the settlement agreement and entering a final divorce decree. The Court  
6 stated that settlement agreements are contracts "subject to general principles of contract law,"  
7 meaning that they require a meeting of the minds on the contract's essential terms. Grisham, 289  
8 P.3d at 234-35 (citing, among other cases, May and Certified Fire Protection). The Nevada  
9 Supreme Court did not hold, as First 100 seems to argue, that every purported agreement stipulated  
10 in open court is a binding contract. While such an agreement can undoubtedly be binding in some  
11 cases, it must still be sufficiently definite and must demonstrate mutual assent on all material terms;  
12 "[a] valid contract cannot exist when material terms are lacking or are insufficiently certain and  
13 definite for a court to ascertain what is required of the respective parties and to compel compliance  
14 if necessary." Id. at 235 (internal quotation marks omitted). Therefore, Grisham does not alter the  
15 Court's analysis of whether a binding settlement agreement was reached.

16 Moreover, in its petition, First 100 does not directly address the Court's alternative finding  
17 that First 100 would nevertheless be precluded from enforcing the settlement agreement given its  
18 material breach of the terms of that agreement. See Order at 20-21, ECF No. 82. At oral argument  
19 on the instant motion, First 100 contended that even if it had breached the purported settlement  
20 agreement, Omni and PrenPoinciana were required to bring the breach before this Court and, while  
21 they could seek damages, were not permitted to proceed with their foreclosure sales. This position  
22 is contradicted by the representations made by the parties at the February 2, 2016 hearing. At that  
23 hearing, counsel for PrenPoinciana stated: "[M]y understanding is that all parties here are retaining  
24 all of their rights. They are not waiving any defaults. They are not waiving any defenses. And so .  
25 . . we are not agreeing that we are not entitled to foreclose. That issue would be—would remain  
26 alive if this agreement broke down and the parties had to litigate the issue." Tr. at 28:2-7, ECF No.  
27 37. In response, counsel for First 100 stated "[t]hat's correct, Your Honor." Id. at 28:8. This  
28 exchange demonstrates that the parties understood that Omni and PrenPoinciana retained their

1 right to foreclose in the event the purported settlement agreement was breached. First 100's  
2 position that the settlement agreement had the effect of a foreclosure sale and removed Defendants'  
3 ability to ever foreclose in the future is therefore without merit.<sup>2</sup>

4 For these reasons, the Court finds that First 100 has not established that it is likely to  
5 succeed on the merits of its mandamus petition.<sup>3</sup> The element of likelihood of success on the merits  
6 is dispositive, and the Court need not analyze the other stay factors. See Humane Soc'y, 558 F.3d  
7 at 897 ("[W]e conclude that appellants have not met their burden of demonstrating a likelihood of  
8 success on the merits. They therefore fail to meet the threshold for a stay pending appeal."); Doe  
9 v. Reed, 586 F.3d 671, 681 n.14 (9th Cir. 2009) (concluding, in the context of a motion for  
10 preliminary injunction, that "[b]ecause . . . Plaintiffs have failed to satisfy the first Winter factor—  
11 likelihood of success on the merits—we need not examine the three remaining Winter factors").  
12 Nevertheless, the Court will include a discussion of the remaining factors.

#### 13 **B. Likelihood of Irreparable Harm**

14 The Court finds that First 100 has established a possibility of irreparable harm absent a  
15 stay. First 100 argues that it will be irreparably harmed by Omni asserting control over its lawsuits  
16 and causes of action. The Court agrees that First 100 could be irreparably harmed if Omni were to  
17 attempt to assert ownership over (and potentially dismiss) First 100's causes of action, particularly  
18 if those claims are equitable in nature. While Omni stipulated during oral argument that it would  
19 not attempt to assert control over First 100's claims in the instant case during the pendency of the  
20 litigation, the potential for irreparable harm remains from the risk that Omni will assert control

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21  
22 <sup>2</sup> Moreover, to the extent First 100 asserts that Omni's and PrenPoinciana's *only* remedy for a  
23 breach of the purported settlement agreement was to bring the issue before the Court, this argument also  
24 fails. The terms of the purported settlement agreement were not sufficiently specific and definite on the  
25 issue of remedies in the event of a breach for the Court to accept this position. In any event, the issue of  
breach was brought before the Court at the preliminary injunction hearing, after which the Court adjudicated  
the issue and ruled that, in the event the settlement agreement was found to be enforceable, First 100 had  
breached it.

26 <sup>3</sup> The Court recognizes that a preliminary injunction (the standard for which consists of the same  
27 factors as in the context of a stay pending appeal) may also issue under the "serious questions" test, whereby  
28 a plaintiff can obtain injunctive relief by demonstrating "that serious questions going to the  
merits were raised and the balance of hardships tips sharply in the plaintiff's favor," in addition to the other  
necessary factors. Alliance for the Wild Rockies v. Cottrell, 632 F.3d 1127, 1134 (9th Cir. 2011). The Court  
finds that First 100 has not satisfied even the lower "serious questions" threshold with respect to the merits  
of its mandamus petition.

1 over First 100's causes of action unrelated to this case. Nevertheless, as First 100 has failed to  
2 establish the required element of likelihood of success on the merits, this potential for irreparable  
3 harm is not sufficient to warrant the issuance of a stay.

4 First 100's remaining arguments in support of this factor are unpersuasive. First 100 argues  
5 that Omni has sought to take possession of First 100's office equipment and that this places First  
6 100's business in jeopardy. But as the Court found in its Order, this does not constitute a basis for  
7 irreparable harm given that there is no indication that Omni's conduct has been tortious or  
8 "committed without just cause." See Order at 20-21, ECF No. 82. First 100 also cites to various  
9 cases for the general principle that law and public policy favor settlement of disputes. As discussed  
10 above, however, First 100 has failed to show how a binding settlement was reached in this case.

11 In sum, while First 100 has shown that there is a potential for irreparable harm from Omni  
12 attempting to take over its causes of action, the lack of any showing of a likelihood of success on  
13 the merits defeats its motion.

#### 14 **C. Balance of the Equities**

15 First 100 has also failed to show that the balance of equities tips in its favor. First 100's  
16 inequitable conduct in this case weighs against a finding in its favor with respect to this factor. As  
17 the Court found in its Order denying First 100's motion for preliminary injunction, First 100 (along  
18 with nonparty GFY Management, LLC) intentionally withheld documents and information from  
19 Defendants and from the Court regarding a transaction it conducted with GFY to sell certain HOA  
20 receivables connected to this case. See Order at 9-10, ECF No. 82. These documents and  
21 information were crucial to the Court's consideration of First 100's motion for preliminary  
22 injunction and motion to enforce the purported settlement agreement between the parties. This  
23 conduct of First 100 tips the balance of the equities in favor of Omni.

#### 24 **D. Public Interest**

25 "When the reach of an injunction is narrow, limited only to the parties, and has no impact  
26 on non-parties, the public interest will be at most a neutral factor in the analysis rather than one  
27 that favor[s] in [granting or] denying the preliminary injunction." Stormans, Inc. v. Selecky, 586  
28 F.3d 1109, 1138-39 (9th Cir. 2009) (internal quotation marks omitted). There is a public interest

1 in the enforcement of contracts and judgments and in predictability in commercial transactions.  
2 The Court's order denying First 100's motion for a preliminary injunction furthers these interests  
3 because it permits Omni and PrenPoinciana—whose authority to foreclose First 100 has not  
4 successfully challenged—to proceed with a foreclosure sale according to the procedures required  
5 under Nevada law. Under the circumstances of this case, the Court does not find that the public  
6 interest is a strong factor. Nevertheless, to the extent it is an issue, the Court finds that it favors the  
7 denial of a stay.

8  
9 **V. CONCLUSION**

10 For the reasons discussed above,

11 **IT IS ORDERED** that Plaintiffs First 100, LLC and 1st One Hundred Holdings, LLC's  
12 Emergency Motion to Stay Proceedings (ECF No. 86) is DENIED.

13  
14 DATED: June 28, 2016.



15  
16 **RICHARD F. BOULWARE, II**  
17 **United States District Judge**  
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# EXHIBIT “I”

# EXHIBIT “I”

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*Attorneys for Defendant Omni Financial, LLC*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

FIRST 100, LLC, a Nevada limited liability company;  
1<sup>st</sup> ONE HUNDRED HOLDINGS, LLC, a Nevada  
limited liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited liability  
company; PRENPOINCIANA, LLC, a foreign limited  
liability company; DOES I through X and ROE  
ENTITIES I through X;

Defendants.

OMNI FINANCIAL, LLC, a California limited  
liability company,

Counter-Claimant and Third-Party Plaintiff,

vs.

1<sup>st</sup> ONE HUNDRED HOLDINGS, LLC, a Nevada  
limited liability company; JAY BLOOM, an  
individual; CARLOS CARDENAS, an individual;  
CHRISTOPHER MORGANDO, an individual;  
MATTHEW FARKAS, an individual; and DOES I  
through X,

Counter-Defendant and Third-Party  
Defendants.

Case No. 2:16-cv-00099-RFB-(CWH)

Related Case No. 2:16-cv-00109-  
RFB-CWH  
(Jointly Administered Cases)

**OMNI FINANCIAL, LLC's  
ANSWER TO FIRST 100, LLC'S  
COMPLAINT AND  
COUNTERCLAIM AND THIRD-  
PARTY COMPLAINT**

KAL-MOR-USA, LLC, a Nevada limited liability company; and GFY MANAGEMENT LLC, a Nevada limited liability company,

Plaintiffs,  
vs.

OMNI FINANCIAL, LLC, a foreign limited liability company; PRENPOINCIANA, LLC, a foreign limited liability company; PRENTICE LENDING II, LLC, a foreign limited liability company; DOES I through X and ROE ENTITIES I through X;

Defendants.

Omni Financial LLC ("Omni") answers as follows to the Complaint filed on January 15, 2016 by Plaintiffs First 100, LLC and 1<sup>st</sup> One Hundred Holdings, LLC:

1. Omni admits that First 100, LLC ("First 100") is a domestic Nevada limited liability company. Omni is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 1 and therefore denies the same.

2. Omni admits that 1<sup>st</sup> One Hundred Holdings, LLC is a domestic Nevada limited liability company. Omni is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 2 and therefore denies the same.

3. Omni admits that it is a California limited liability company. Omni denies the remaining allegations set forth in Paragraph 3.

4. Omni is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 4 and therefore denies the same.

5. Omni is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 5 and therefore denies the same.

6. Omni denies the allegations set forth in Paragraph 6.

7. In response to the allegations contained in Paragraph 7, Omni incorporates by reference each of its responses set forth above.

8. Omni admits the allegations set forth in Paragraph 8.

9. Omni admits the allegations set forth in Paragraph 9 regarding Omni's first-

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1 position lien and security interest "in any future proceeds realized under a portfolio of  
2 approximately 1,700 receivables resultant from HOA delinquent assessments accounts" (but  
3 notes that the number of receivables as of April 28, 2016 was 1,194). Omni denies any  
4 implication that Omni's first-position lien and security interest is limited to assessments accrued  
5 and due through only December 31, 2013.

6 10. Omni is without knowledge or information sufficient to form a belief as to the  
7 truth of the allegations set forth in Paragraph 10 and therefore denies the same.

8 11. Omni is without knowledge or information sufficient to form a belief as to the  
9 truth of the allegations set forth in Paragraph 11 and therefore denies the same.

10 12. Omni is without knowledge or information sufficient to form a belief as to the  
11 truth of the allegations set forth in Paragraph 12 and therefore denies the same.

12 13. Omni is without knowledge or information sufficient to form a belief as to the  
13 truth of the allegations set forth in Paragraph 13 and therefore denies the same.

14 14. The allegations contained in Paragraph 14 do not require a response because they  
15 assert legal conclusions rather than stating factual allegations, but to the extent a response is  
16 required, Omni denies the allegations set forth in this paragraph.

17 15. Omni denies the allegations set forth in Paragraph 15.

18 16. Omni is without knowledge or information sufficient to form a belief as to the  
19 truth of the allegations set forth in Paragraph 16 and therefore denies the same.

20 17. Omni admits the allegations set forth in Paragraph 17.

21 18. Omni denies the allegations set forth in Paragraph 18.

22 19. Omni admits the allegations set forth in Paragraph 19.

23 20. Omni admits the allegations set forth in Paragraph 20.

24 21. Omni admits the allegations set forth in Paragraph 21.

25 22. Omni admits the allegations set forth in Paragraph 22. However, regarding the  
26 characterization of PrenPoinciana as a "co-equity owner," Omni is without knowledge or  
27 information sufficient to form a belief as to the truth of that allegation, and therefore denies the



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1 same.

2 23. Answering Paragraph 23, Omni admits that the January 8, 2016 Notification of  
3 Disposition of Collateral expressed an intention to foreclose upon all personal property pledged  
4 by First 100 as collateral. Omni denies the remaining allegations set forth in this paragraph.

5 24. Omni denies the allegations set forth in Paragraph 24.

6 25. Omni denies the allegations set forth in Paragraph 25.

7 26. Omni denies the allegations set forth in Paragraph 26.

8 27. Omni denies the allegations set forth in Paragraph 27.

9 28. In response to the allegations contained in Paragraph 28, Omni incorporates by  
10 reference each of its responses set forth above.

11 29. Answering Paragraph 29, Omni admits that the Forbearance Agreement was  
12 signed by Omni and First 100 and also admits that the Forbearance Agreement would have been  
13 a valid and binding contract if First 100 has complied with the conditions precedent stated in the  
14 Forbearance Agreement and made a payment to Omni as required. Omni denies the remaining  
15 allegations set forth in this paragraph.

16 30. Omni denies the allegations set forth in Paragraph 30.

17 31. Answering Paragraph 31, Omni admits it has complied with the provisions within  
18 the Nevada Uniform Commercial Code, NRS Chapter 104 (the "UCC") regarding publication of  
19 notice of disposition sales, and also admits that it published notice for each of the UCC sales it  
20 noticed for the disposition of the personal property pledged by First 100 as collateral. Omni  
21 denies the remaining allegations set forth in this paragraph.

22 32. Omni denies the allegations set forth in Paragraph 32.

23 33. Omni denies the allegations set forth in Paragraph 33.

24 34. Omni denies the allegations set forth in Paragraph 34.

25 35. Omni denies the allegations set forth in Paragraph 35.

26 36. Omni denies the allegations set forth in Paragraph 36.

27 37. Omni denies the allegations set forth in Paragraph 37.



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1           51. In response to the allegations contained in Paragraph 51, Omni incorporates by  
2 reference each of its responses set forth above.

3           52. Answering Paragraph 52, Omni admits it has complied with the provisions within  
4 the UCC regarding publication of notice of disposition sales and also admits that it published  
5 notice for each of the UCC sales for the disposition of the personal property pledged by First 100  
6 as collateral. Omni denies the remaining allegations set forth in this paragraph.

7           53. Answering Paragraph 53, Omni admits PrenPoinciana noticed a UCC foreclosure  
8 sale. However, regarding the remainder of the allegations, Omni is without knowledge or  
9 information sufficient to form a belief as to the truth of that allegation, and therefore denies the  
10 same.

11           54. Omni admits the allegations set forth in Paragraph 54.

12           55. Omni denies the allegations set forth in Paragraph 55.

13           56. Omni denies the allegations set forth in Paragraph 56.

14           57. Omni denies the allegations set forth in Paragraph 57.

15           58. Omni denies the allegations set forth in Paragraph 58.

16           59. Omni denies the allegations set forth in Paragraph 59.

17  
18                           **AFFIRMATIVE DEFENSES**

19                           **FIRST AFFIRMATIVE DEFENSE**

20           Plaintiffs' claims against Omni should be dismissed because the Complaint fails to state a  
21 claim for which relief can be granted.

22                           **SECOND AFFIRMATIVE DEFENSE**

23           Plaintiffs' claims are barred, in whole or in part, because any performance required of  
24 Omni has been excused as a result of Plaintiffs' prior material breach of contract or Plaintiffs'  
25 prior breach of the implied covenant of good faith and fair dealing.

26                           **THIRD AFFIRMATIVE DEFENSE**

27           Plaintiffs' claims are barred, in whole or in part, because Omni's agreement to the

1 Forbearance Agreement was the result of fraud, deceit or misrepresentations made by Plaintiffs.

2 **FOURTH AFFIRMATIVE DEFENSE**

3 Plaintiffs' claims against Omni are barred because Plaintiffs failed to fulfill a condition  
4 precedent.

5 **FIFTH AFFIRMATIVE DEFENSE**

6 Plaintiffs' claims against Omni are barred as a result of a failure of consideration.

7 **SIXTH AFFIRMATIVE DEFENSE**

8 Plaintiffs' claims against Omni are barred by the doctrine of anticipatory repudiation.

9 **SEVENTH AFFIRMATIVE DEFENSE**

10 Plaintiffs' claims against Omni are barred by the Statute of Frauds.

11 **EIGHTH AFFIRMATIVE DEFENSE**

12 Plaintiffs' claims against Omni are barred by the parol evidence rule.

13 **NINTH AFFIRMATIVE DEFENSE**

14 Plaintiffs' claims against Omni are barred by the doctrines of unclean hands, laches,  
15 consent, ratification, waiver and estoppel.

16 **TENTH AFFIRMATIVE DEFENSE**

17 Plaintiffs' claims against Omni are barred because Plaintiffs have engaged in acts and  
18 courses of conduct which rendered them *in pari delicto*.

19 **ELEVENTH AFFIRMATIVE DEFENSE**

20 Plaintiffs' claims against Omni are barred, in whole or in part, due to Plaintiffs' failure to  
21 mitigate damages.

22 **TWELFTH AFFIRMATIVE DEFENSE**

23 Plaintiffs' claims against Omni are barred, in whole or in part, because any recovery  
24 would constitute unjust enrichment.

25 **THIRTEENTH AFFIRMATIVE DEFENSE**

26 Plaintiffs' claims against Omni are barred, in whole or in part, because Plaintiffs'  
27 damages, if any, were caused solely by the acts, wrongs and/or omissions of a third party or

1 parties, by Plaintiffs, or by other persons or entities over whom Omni had no control and for  
2 which Omni is not responsible.

3 **FOURTEENTH AFFIRMATIVE DEFENSE**

4 The underlying events alleged in the Complaint were caused, in whole or in part, by the  
5 acts, wrongs and/or omissions of a third party or parties, by Plaintiffs, or by other persons or  
6 entities. Accordingly, the liability of Plaintiffs and/or other responsible parties, named or  
7 unnamed, should be apportioned through separate special verdicts and the liability, if any, of  
8 Omni should be reduced accordingly.

9 **FIFTEENTH AFFIRMATIVE DEFENSE**

10 The underlying events alleged in the Complaint were caused, in whole or in part, by the  
11 negligent, reckless and/or intentional actions and/or omissions of Plaintiff. To the extent  
12 Plaintiff seeks recovery for the alleged acts or omissions of Omni, any recovery should be offset  
13 to the extent of the negligent, reckless and/or intentional actions and/or omissions of Plaintiff.

14 **SIXTEENTH AFFIRMATIVE DEFENSE**

15 Plaintiffs' claims against Omni are barred, in whole or in part, because any and all  
16 alleged damages were caused by an independent superseding cause unrelated to the acts of  
17 Omni.

18 **SEVENTEENTH AFFIRMATIVE DEFENSE**

19 Plaintiffs' claims against Omni are barred because the Complaint was filed in bad faith  
20 and without meritorious claims, and as a consequence Omni is entitled to a recovery of its  
21 attorneys' fees and costs.

22 **EIGHTEENTH AFFIRMATIVE DEFENSE**

23 Plaintiffs' claims against Omni are barred by reason of the frivolous and vexatious nature  
24 of the claims asserted, in violation of NRS 18.010 and FRCP 11.

25 **NINETEENTH AFFIRMATIVE DEFENSE**

26 It has been necessary for Omni to retain the services of an attorney to defend this action,  
27 and pursuant to the contracts between the parties Omni is entitled to a reasonable award for

attorneys' fees.

### **TWENTIETH AFFIRMATIVE DEFENSE**

All affirmative defenses set forth in Federal Rules of Civil Procedure 8 and 12 are incorporated herein for the specific purpose of not waiving the same. These defenses are incorporated by reference for the specific purpose of not waiving these defenses. If further investigation or discovery reveals the applicability of any of these defenses, Omni reserves the right to seek leave of Court to amend its Answer to specifically assert any such defense.

Pursuant to Federal Rule of Civil Procedure 11, all possible affirmative defenses may not have been alleged because sufficient facts were not available to Omni after reasonable inquiry. Accordingly, Omni reserves the right to amend its Answer to allege additional affirmative defenses if warranted by subsequent investigation.

WHEREFORE, Omni requests relief as follows:

- A. For judgment in favor of Omni;
- B. For dismissal of the Complaint with prejudice;
- C. For an award of Omni's reasonable attorneys' fees and costs; and
- D. For such other and further relief as the Court may deem just and proper.

### **COUNTERCLAIM AND THIRD-PARTY COMPLAINT**

As for its Counterclaim and Third Party Complaint, Omni claims and alleges as follows:

#### **PARTIES**

1. Omni is a California limited liability company.
2. 1<sup>st</sup> 100 Holdings LLC is a Nevada limited liability company that at all times relevant was conducting business in Clark County, Nevada.
3. Jay Bloom is an individual that at all times relevant resided in Clark County, Nevada.
4. Carlos Cardenas is an individual that at all times relevant resided in Clark County,