IN THE SUPREME COURT OF THE STATE OF NEVADA

FIRST 100, LLC, a Nevada limited liability company; 1st ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company, Appellants vs. TGC/FARKAS FUNDING, LLC, Respondent.	Case No. 83177

Electronically Filed
Nov 17 2021 04:56 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL
from a decision in favor of Respondent
entered by the Eighth Judicial District Court, Clark County, Nevada
The Honorable Mark R. Denton, District Court Judge
District Court Case No. A-20-822273-C

APPELLANTS' APPENDIX VOLUME II

Docket 83177 Document 2021-33187

04/19/2021	Defendants' Opposition to Plaintiff's Declaration in Support of Fees and Costs Award	V	AA0987-0994
01/27/2021	Defendants' Reply in Support of Motion to Enforce Settlement Agreement and Vacate Post-Judgment Discovery Proceedings and Opposition to Countermotion to Strike the Affidavit of Jason Maier and Opposition to Countermotion for Sanctions	II	AA0362-0492
11/17/2020	Motion for Attorneys' Fees and Costs	I	AA0069-0110
10/01/2020	Motion to Confirm Arbitration Award	I	AA0001-0040
07/02/2021	Notice of Appeal	VI	AA1345-1351
04/07/2021	Notice of Entry of Findings of Fact, Conclusions of Law & Order Re Evidentiary Hearing	IV	AA0903-0942
02/09/2021	Notice of Entry of Order	III	AA0516-0520
06/11/2021	Notice of Entry of Order Awarding Attorneys' Fees and Costs	VI	AA1340-1344
12/21/2020	Notice of Entry of Order Granting Plaintiff's Ex Parte Application for Judgment Debtor Examination of First 100, LLC	I	AA0131-0140
12/21/2020	Notice of Entry of Order Granting Plaintiff's Ex Parte Application for Judgment Debtor Examination of First One Hundred Holdings, LLC AKA 1st One Hundred Holdings LLC	I	AA0141-0150
12/21/2020	Notice of Entry of Order Granting Plaintiff's Ex Parte Application for Order to Show Cause Why Defendants and Jay Bloom Should Not Be Held in Contempt of Court	I	AA0151-0155
01/27/2021	Notice of Entry of Order Granting Plaintiff's Motion for Attorneys' Fees and Costs	II	AA0356-0361

11/17/2020	Notice of Entry of Order Granting Plaintiff's Motion to Confirm Arbitration Award and Denying Defendants' Countermotion to Modify Award; and Judgment	I	AA0060-0068
01/26/2021	Opposition to Defendants' Motion to Enforce Settlement and Vacate Post-Judgment Discovery Proceedings; and Countermotion 1) to Strike the Affidavit of Jason Maier, and 2) for Sanctions	II	AA0330-0351
02/09/2021	Order	III	AA0513-0515
06/11/2021	Order Awarding Attorneys' Fees and Costs	VI	AA1337-1339
01/27/2021	Order Granting Plaintiff's Motion for Attorneys' Fees and Costs	II	AA0352-0355
11/17/2020	Order Granting Plaintiff's Motion to Confirm Arbitration Award and Denying Defendants' Countermotion to Modify Award; and Judgment	I	AA0053-0059
12/18/2020	Plaintiff's Ex Parte Application for Order to Show Cause Defendants and Jay Bloom Should Not Be Held in Contempt of Court	I	AA0123-0130
10/26/2020	Plaintiff's Reply to Defendants' Limited Opposition to Motion to Confirm Arbitration Award and Opposition to Defendants' Countermotion to Modify Award Per NRS 38.242	I	AA0047-0052
03/03/2021	Recorder's Transcript of Evidentiary Hearing	III/IV	AA0537-0764
03/10/2021	Recorder's Transcript of Evidentiary Hearing	IV	AA0765-0902
03/01/2021	Recorder's Transcript of Hearing Re: Motion to Compel and For Sanctions; Application for Ex-Parte Order Shortening Time	III	AA0521-0536
01/21/2021	Recorder's Transcript of Hearing Re: Show Cause Hearing	II	AA0323-0329

12/14/2020	Reply in Support of Motion for Attorneys' Fees and Costs	I	AA0116-0122
04/23/2021	Reply to Defendants' Opposition to Motion for Attorneys' Fees and Costs	V/VI	AA0995-1336
01/20/2021	Supplement to Plaintiff's Ex Parte Application for Order to Show Cause Why Defendants and Jay Bloom Should Not Be Held in Contempt of Court	I/II	AA0215-0322
01/28/2021	Transcript of Proceedings Re: Show Cause Hearing/Defendant's Motion to Enforce Settlement Agreement and Vacate Post-Judgment Discovery Proceedings on Ex-Parte Order Shortening Time	III	AA0493-0512

CERTIFICATE OF SERVICE

I certify that on the 17th day of November, 2021, this document was electronically filed with the Nevada Supreme Court. Electronic service of the foregoing: **APPELLANTS' OPENING BRIEF** and **VOLUMES I – VI** of the **APPENDIX** shall be made in accordance with the Master Service List as follows:

Erika P. Turner, Esq.
Dylan T. Ciciliano, Esq.
GARMAN TURNER GORDON, LLP
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
Attorneys for TGC Farkas Funding LLC

DATED this 17th day of November, 2021.

/s/ Brandon Lopipero
An Employee of MAIER GUTIERREZ & ASSOCITES

Exhibit 1-E

Dylan Ciciliano

From: Max Erwin
Sent: Friday, January 8, 2021 11:42 AM
To: Erika Turner; Dylan Ciciliano
Subject: FW: Subpoena conflict

I received the email below from Jay Bloom regarding his Subpoena.

Thank you.

From: Jay Bloom <jbloom@lvem.com>
Sent: Friday, January 8, 2021 11:40 AM
To: Max Erwin <MErwin@Gtg.legal>
Cc: Joseph Gutierrez <jag@mgalaw.com>; Danielle Barraza <DJB@mgalaw.com>
Subject: Subpoena conflict

Good morning.

Please be advised that I am in receipt of your subpoena for case number A - 20 - 822273- C unilaterally setting an appearance date for January 11, 2021.

This email is to provide notice that I am out of state at the moment and unavailable on that date.

Please contact my attorney, as copied herein, to discuss the appropriateness of your notice as I am not a party to any action you may have pending, and further, if deemed appropriate, to set a mutually acceptable new date.

Thank you,

Jay Bloom
Leading Ventures and Enterprise Matching
m 702.423.0500 | f 702.974.0284
Jbloom@lvem.com | www.LVEM.com

Please consider the environment

CONFIDENTIALITY NOTICE: This message is for the named person's use only. It may contain sensitive and private proprietary or legally privileged information. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments.

Sent from my iPhone

Exhibit 1-F

Dylan Ciciliano

From: Dylan Ciciliano
Sent: Thursday, January 7, 2021 5:18 PM
To: Danielle Barraza; Erika Turner
Cc: Jason Maier; Joseph Gutierrez
Subject: RE: Notification of Service for Case: A-20-822273-C, TGC/Farkas Funding, LLC, Plaintiff(s)vs. First 100, LLC, Defendant(s) for filing Service Only, Envelope Number: 7193366

Danielle,

I'll be traveling tomorrow, but can do this weekend or Monday. The morning on Monday works best but have some time later in the afternoon if that works better. I can work around most times this weekend.

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Danielle Barraza <djb@mgalaw.com>
Sent: Thursday, January 7, 2021 1:45 PM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>
Cc: Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: FW: Notification of Service for Case: A-20-822273-C, TGC/Farkas Funding, LLC, Plaintiff(s)vs. First 100, LLC, Defendant(s) for filing Service Only, Envelope Number: 7193366

Counsel, we have been retained by non-party Jay Bloom with respect to the subpoena served upon him in the above-referenced matter. Please advise your availability for a meet and confer on Mr. Bloom's objections to the subpoena, my schedule is fairly open tomorrow if we can get something set.

Thanks,

Danielle J. Barraza | Associate
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
djb@mgalaw.com | www.mgalaw.com

From: efilingmail@tylerhost.net <efilingmail@tylerhost.net>
Sent: Thursday, January 07, 2021 12:16 PM
To: docket <docket@mgalaw.com>
Subject: Notification of Service for Case: A-20-822273-C, TGC/Farkas Funding, LLC, Plaintiff(s)vs. First 100, LLC, Defendant(s) for filing Service Only, Envelope Number: 7193366

Notification of Service

Case Number: A-20-822273-C
Case Style: TGC/Farkas Funding, LLC, Plaintiff(s)vs. First 100, LLC, Defendant(s)
Envelope Number: 7193366

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	A-20-822273-C
Case Style	TGC/Farkas Funding, LLC, Plaintiff(s)vs. First 100, LLC, Defendant(s)
Date/Time Submitted	1/7/2021 12:15 PM PST
Filing Type	Service Only
Filing Description	Non-party Jay Bloom's Objection to Subpoena - Civil
Filed By	Charity Johnson
Service Contacts	TGC/Farkas Funding, LLC: Dylan Ciciliano (dciciliano@gtg.legal) Erika Turner (eturner@gtg.legal) Tonya Binns (tbinns@gtg.legal) Max Erwin (merwin@gtg.legal) First 100, LLC: MGA Docketing (docket@mgalaw.com)

Document Details	
Served Document	Download Document
This link is active for 30 days.	

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dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

Exhibit 1-G

Dylan Ciciliano

From: Matthew Farkas <matthewfarkas70@gmail.com>
Sent: Tuesday, January 19, 2021 9:14 PM
To: Dylan Ciciliano
Subject: Re: CamScanner 01-19-2021 16.35

Again- I signed that letter that I didn't write under duress. Happy to speak tomorrow. Good night.

On Jan 19, 2021, at 7:19 PM, Dylan Ciciliano <dciciliano@gtg.legal> wrote:

Thank you! Sorry for the delay, I was feeding my children. As I stated on the phone, I represent TGC/Farkas and in that capacity I'm representing it's interest.

Also, First 100 and Raffi are claiming that you hired Raffi to represent TGC/Farkas and not that Raffi was representing you personally.

Get Outlook for iOS

From: Matthew Farkas <matthewfarkas70@gmail.com>
Sent: Tuesday, January 19, 2021 7:12:09 PM
To: Dylan Ciciliano <dciciliano@Gtg.legal>
Subject: Re: CamScanner 01-19-2021 16.35

Just wanted to add that I had never spoken to Rafi until after I signed the retainer and that he agreed to represent me because Jay told him I was his brother-in-law and needed a lawyer.

> On Jan 19, 2021, at 6:46 PM, Matthew Farkas <matthewfarkas70@gmail.com> wrote:
>
> I have spoken on the phone with Rafi a couple of times, but we have never met. The only emails we have are documents I have sent him which I am happy to forward. I didn't in fact write the email below. That email was written by Jay or his counsel which I signed under duress, because he said that he was going to sue me for breach of fiduciary responsibility to 1st One Hundred which I didn't understand, but did not have the money to pay for legal representation to explain it to me.
> In addition, Jay misled Rafi by telling him that I was looking for a counsel other than your firm (which I was not). None of what has happened here is either Rafi's fault or mine.
> I have no idea what to do going forward and do not have the means to hire counsel.
>
>
> Best Regards,
> Matthew
>
>> On Jan 19, 2021, at 5:40 PM, Dylan Ciciliano <dciciliano@gtg.legal> wrote:
>>
>> Thank You Matthew,
>>
>> Did you ever speak with Raffi A Nahabedian in person, on the phone, or through email? If so, can you provide the emails?

>>
>> Also, Raffi A Nahabedian provided the attached letter (purporting to be from you) to Garman Turner Gordon. What are the circumstances surrounding the letter?
>>
>> Dylan T. Ciciliano, Esq.
>> Attorney
>>
>> Phone: 725 777 3000 | Fax: 725 777 3112
>> GARMAN | TURNER | GORDON
>> 7251 AMIGO STREET, SUITE 210
>> LAS VEGAS, NV 89119
>> Visit us online at www.gtg.legal
>>
>> -----Original Message-----
>> From: Matthew Farkas <matthewfarkas70@gmail.com>
>> Sent: Tuesday, January 19, 2021 4:36 PM
>> To: Dylan Ciciliano <dciciliano@Gtg.legal>
>> Subject: CamScanner 01-19-2021 16.35
>>
>> A friend shared an encrypted document to you through the scanning app CamScanner:
>> Link:
https://www.camscanner.com/share/show?encrypt_id=MHg2NTU1MWQxNQ%3D%3D&sid=B99C8865C3B34AC20D8YY9V6&pid=dsi
>> Access Code:4EDA
>> Link expires on: 01-26-2021
>>
>> Try to use an efficient learning office scanning app that is used by 400 million people:
https://cc.co/16YRxd?c=sl&pid=dsi&af_sub1=IP_a9ed24047b1e04b3ac6587ad77990df4_lite&af_sub2=1700076821
>> <January 6 2021.pdf>

Exhibit 1-H

GARMAN TURNER GORDON

7251 AMIGO STREET
SUITE 210
LAS VEGAS, NV 89119
WWW.GTG.LEGAL
PHONE: 725 777 3000
FAX: 725 777 3112

Erika Pike Turner, Esq.
Email: eturner@gtg.legal

January 15, 2021

VIA EMAIL AND U.S. MAIL:
Raffi A. Nahabedian, Esq.
748 Doe Avenue
Las Vegas, NV 89117
raffi@nahabedianlaw.com

Re: TGC/Farkas Funding, LLC (the "Client")
Case No. A-20-822273-C (the "Case") and the Case Judgment

Mr. Nahabedian,

Garman Turner Gordon ("GTG") is in receipt of your January 14, 2021 letter and attachments.

As you are aware, or should be aware, on September 17, 2020, Mr. Farkas executed the Amendment to Limited Liability Company Agreement of TGC/Farkas Funding LLC (the "Amended Operating Agreement").[1] In relevant portion, I direct your attention to amended Section 3.4(a), which provides:

> (a) Except as otherwise expressly provided for herein, the Members, unless they are the Administrative Member, shall not have any right or power to take part in the management or control of the Company or to act for or to bind the Company in any way

Moreover, TGC Investor was appointed the Administrative Member of the Company pursuant to Amended Section 4.1(a) of the Operating Agreement. Section 4.1(c) of the Amended Operating Agreement, provides that TGC Investor has "full, **exclusive**, and complete discretion, power and authority" . . . "to manage, control, administer and operate the business and affairs of the Company." *Id.* This power expressly extended to retaining counsel.

Mr. Farkas therefore does not have the ability to terminate counsel for the Client, retain new counsel for the Client, or execute any "settlement agreement" to resolve the Client's Case Judgment against First 100, LLC and First One Hundred Holdings, LLC.

[1] Moreover, even prior to the Amended Operating Agreement, Mr. Farkas consented to the litigation, both expressly and implicitly through his participation.

Beyond that, the facts appear much more torrid. First 100, LLC, First One Hundred Holdings, LLC, and Mr. Bloom are parties to post-judgment discovery and contempt proceedings in the Case for failure to abide by the Judgment. At this point, Mr. Bloom has failed to respond to a lawful subpoena in favor of jetting to California, nor has he provided any documents relating to the Case Judgment debtors he manages. It is extraordinary then that you also currently represent Mr. Bloom (before Department 13 in Case No. A-20-809882-B and have served as co-plaintiffs' counsel with Maier Guitterez & Associates ("MGA") on a variety of matters in which the Case Judgment debtors First 100, LLC or First One Hundred Holdings, LLC were plaintiffs along with an affiliate. The Client is clearly adverse to First 100, LLC, First One Hundred Holdings, LLC, as well as Mr. Bloom in the Judgment case.

I direct you to Nevada Rule of Professional Conduct 1.7(a), which prohibits your concurrent representation of Client and Mr. Bloom:

> **Rule 1.7. Conflict of Interest: Current Clients.**
> (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
> (1) The representation of one client will be directly adverse to another client; or
> (2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.
> (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:
> (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
> (2) The representation is not prohibited by law;
> (3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
> (4) Each affected client gives informed consent, confirmed in writing.

Undeniably, there is a concurrent representation and corresponding conflict of interest. Further, as a result of your prior representation of the affiliate of First 100, LLC and/or First One Hundred Holdings, LLC in conjunction with them, there appears to be a further conflict of interest subject of Rule 1.6. Your representation of the Client would be materially limited by your relationship with Mr. Bloom at the very least. As set forth in Rule 1.7(b)(3), that conflict is unwaivable. Thus, even if Mr. Farkas could retain you on behalf of the Client (he cannot), you are ethically prohibited from accepting the representation.

Of additional concern is the fact that you have spoken with Mr. Farkas. Mr. Farkas has in his possession attorney-client privileged information of the Client. The privilege belongs to the Client, not Mr. Farkas. Despite a clear conflict, you willfully obtained attorney-client information, which is a breach of your professional duties. As you represent Mr. Bloom, there is significant concern that you have shared the information with Mr. Bloom. *Brown v. Eighth Judicial Dist.*

Court ex rel. County of Clark, 116 Nev. 1200, 1205, 14 P.3d 1266, 1270 (2000). More problematic, as Mr. Bloom is represented by both you and MGA, the presumption is that the conflict is imputed to MGA. Even worse, since you purported to communicate with MGA regarding this case, there is a reasonable probability that there was the sharing of confidential information, and that the suspicion warrants both your and MGA's disqualification. *Brown*, 116 Nev. at 1204, 14 P.3d at 1269.[2]

In addition, the Client hereby demands that you produce:

1) Any files belonging to the Client or in any way related to the dispute with First 100, LLC and First One Hundred Holdings, LLC subject of the Case;
2) Any purported communications, including engagement letters and conflict letters resulting in you being purportedly retained by the Client;
3) Any and all communications you have had with First 100, LLC, First One Hundred Holdings, LLC, Jay Bloom or its counsel while also purporting to be counsel for the Client;
4) Any and all communications you have had with Client member Matthew Farkas;
5) Any and all communications and documents referencing any compensation you have received and the source of such compensation; and
6) Any and all communications and documents related to the purported settlement that was agreed to or executed with First 100, LLC and First One Hundred Holdings, LLC that you reference in your letter.

Please confirm by the end of business today whether you will produce those records by Monday, January 18, 2021.

Finally, I would strongly encourage that going forward you govern yourself in accordance with the Rules of Professional Conduct. All rights and remedies are expressly reserved.

Sincerely,

GARMAN TURNER GORDON LLP

/s Erika Pike Turner

ERIKA PIKE TURNER, ESQ.

cc: Client and Matthew Farkas

[2] A reasonable probability is further established by the fact that Mr. Farkas previously provided MGA with privileged information and Mr. Brown (through MGA) introduced the information into arbitration.

Exhibit 1-I

Dylan Ciciliano

From: Jason Maier <jrm@mgalaw.com>
Sent: Friday, January 15, 2021 1:03 PM
To: Raffi A Nahabedian; Dylan Ciciliano; Erika Turner; Max Erwin
Cc: Danielle Barraza; Joseph Gutierrez
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

I might as well chime in here too for the sake of clarification – my firm also was not involved in any settlement negotiations among the parties or preparation of any settlement agreement. Let us know when a resolution is reached regarding which firm represents whom so we know how to proceed. Thanks.

Jason R. Maier
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
jrm@mgalaw.com | www.mgalaw.com

From: Raffi A Nahabedian <raffi@nahabedianlaw.com>
Sent: Friday, January 15, 2021 12:44 PM
To: 'Dylan Ciciliano' <dciciliano@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; 'Erika Turner' <eturner@Gtg.legal>; 'Max Erwin' <MErwin@Gtg.legal>
Cc: Danielle Barraza <djb@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; 'Raffi A Nahabedian' <raffi@nahabedianlaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good afternoon.

Given that there is an apparent issue re representation, I will delay further communication until I speak with Mr. Farkas. Moreover, for clarification and for the avoidance of doubt, I was not involved in and did not participate in any settlement negotiations and/or the preparation of documents relating thereto.

Respectfully,
Raffi A Nahabedian

From: Dylan Ciciliano [mailto:dciciliano@Gtg.legal]
Sent: Friday, January 15, 2021 12:37 PM
To: Jason Maier; Erika Turner; Max Erwin; R. A. Nahabedian, Esq.
Cc: Danielle Barraza; Joseph Gutierrez
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

For the avoidance of doubt, there has been no substitution of counsel and there has been no settlement.

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

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From: Jason Maier <jrm@mgalaw.com>
Sent: Friday, January 15, 2021 11:20 AM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>; R. A. Nahabedian, Esq. <raffi@nahabedianlaw.com>
Cc: Danielle Barraza <djb@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Dylan: I am adding Raffi Nahabedian to this email thread given what appears to be competing claims of representation. We await your further communication mentioned below. Thanks.

Jason R. Maier
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
jrm@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Friday, January 15, 2021 10:02 AM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; Erika Turner <eturner@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good morning,

I will submit the order. Thank you.

No, re: substitution/communicating with his office going forward. Further communications/information will follow. Please preserve all communications, including text messages and emails you or your office have had with Mr. Nahabedian, Mr. Farkas, TGC/Farkas Funding, LLC or anyone purporting to act on their behalf, and direct your clients (including Mr. Bloom) to do the same.

Finally, Mr. Nahabedian claims that your office and he negotiated a settlement, please provide that immediately.

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

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From: Danielle Barraza <djb@mgalaw.com>
Sent: Friday, January 15, 2021 9:41 AM
To: Dylan Ciciliano <dciciliano@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

I don't see any substantive issues with the proposed order, however our firm was copied on communications from Nahabedian Law indicating that he is substituting into the case, so I wanted to confirm that we should contact his office going forward regarding this order.

Danielle J. Barraza | Associate
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
djb@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Thursday, January 14, 2021 3:56 PM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Following up on the below.

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Dylan Ciciliano
Sent: Monday, January 11, 2021 5:31 PM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>
Subject: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Attached is the proposed order granting Plaintiff's motion for attorneys' fees and costs. Please let me know if I can affix your e-signature.

Dylan

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Exhibit 1-J

Dylan Ciciliano

From: Dylan Ciciliano
Sent: Tuesday, January 19, 2021 5:37 PM
To: Raffi A Nahabedian; Erika Turner
Cc: Max Erwin
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Raffi,

From our letter, please see that you were to produce the following:

1) Any files belonging to the Client or in any way related to the dispute with First 100, LLC and First One Hundred Holdings, LLC subject of the Case;
2) Any purported communications, including engagement letters and conflict letters resulting in you being purportedly retained by the Client;
3) Any and all communications you have had with First 100, LLC, First One Hundred Holdings, LLC, Jay Bloom or its counsel while also purporting to be counsel for the Client;
4) Any and all communications you have had with Client member Matthew Farkas;
5) Any and all communications and documents referencing any compensation you have received and the source of such compensation; and
6) Any and all communications and documents related to the purported settlement that was agreed to or executed with First 100, LLC and First One Hundred Holdings, LLC that you reference in your letter

If you have any dispute that the client owns client files, please let me know.

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

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7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

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From: Raffi A Nahabedian <raffi@nahabedianlaw.com>
Sent: Tuesday, January 19, 2021 5:04 PM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>; 'Raffi A Nahabedian' <raffi@nahabedianlaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good evening.

My apologies for the delayed response, but I have been dealing with a severe back/sciatic nerve issue that has caused much of my work to be delayed and stopped due to the debilitating pain.

In terms of the Settlement Agreement that you requested, it appears that Mr. Maier provided it to the Court in his filing (that we all received this afternoon via email). My apologies that my letter indicated it would be included, but was inadvertently left out. As I previously stated, I was not involved in any negotiations, the preparation of the document or the exchange of the executed documents – it was received after the fact.

Respectfully,
Raffi A Nahabedian

From: Dylan Ciciliano [mailto:dciciliano@Gtg.legal]
Sent: Tuesday, January 19, 2021 10:24 AM
To: Erika Turner; Raffi A Nahabedian
Cc: Max Erwin
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Mr. Nahabedian,

I wanted to follow up on our demand for documents. Please provide them immediately. Our next step will be to use legal process.

Thank you,

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

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From: Erika Turner <eturner@Gtg.legal>
Sent: Friday, January 15, 2021 12:50 PM
To: Raffi A Nahabedian <raffi@nahabedianlaw.com>; Dylan Ciciliano <dciciliano@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Mr. Nahabedian,
You said that you had an executed settlement agreement in your possession. That needs to be provided ASAP along with an explanation of how and when it came into your possession.

Erika

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

P 725 777 3000 | D 725 244 4573
E eturner@gtg.legal

From: Raffi A Nahabedian <raffi@nahabedianlaw.com>
Sent: Friday, January 15, 2021 12:44 PM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; 'Jason Maier' <jrm@mgalaw.com>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>
Cc: 'Danielle Barraza' <djb@mgalaw.com>; 'Joseph Gutierrez' <jag@mgalaw.com>; 'Raffi A Nahabedian' <raffi@nahabedianlaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good afternoon.

Given that there is an apparent issue re representation, I will delay further communication until I speak with Mr. Farkas. Moreover, for clarification and for the avoidance of doubt, I was not involved in and did not participate in any settlement negotiations and/or the preparation of documents relating thereto.

Respectfully,
Raffi A Nahabedian

From: Dylan Ciciliano [mailto:dciciliano@Gtg.legal]
Sent: Friday, January 15, 2021 12:37 PM
To: Jason Maier; Erika Turner; Max Erwin; R. A. Nahabedian, Esq.
Cc: Danielle Barraza; Joseph Gutierrez
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

For the avoidance of doubt, there has been no substitution of counsel and there has been no settlement.

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

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From: Jason Maier <jrm@mgalaw.com>
Sent: Friday, January 15, 2021 11:20 AM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>; R. A. Nahabedian, Esq. <raffi@nahabedianlaw.com>
Cc: Danielle Barraza <djb@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Dylan: I am adding Raffi Nahabedian to this email thread given what appears to be competing claims of representation. We await your further communication mentioned below. Thanks.

Jason R. Maier
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
jrm@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Friday, January 15, 2021 10:02 AM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; Erika Turner <eturner@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good morning,

I will submit the order. Thank you.

No, re: substitution/communicating with his office going forward. Further communications/information will follow. Please preserve all communications, including text messages and emails you or your office have had with Mr. Nahabedian, Mr. Farkas, TGC/Farkas Funding, LLC or anyone purporting to act on their behalf, and direct your clients (including Mr. Bloom) to do the same.

Finally, Mr. Nahabedian claims that your office and he negotiated a settlement, please provide that immediately.

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

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7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

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From: Danielle Barraza <djb@mgalaw.com>
Sent: Friday, January 15, 2021 9:41 AM
To: Dylan Ciciliano <dciciliano@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

I don't see any substantive issues with the proposed order, however our firm was copied on communications from Nahabedian Law indicating that he is substituting into the case, so I wanted to confirm that we should contact his office going forward regarding this order.

Danielle J. Barraza | Associate

MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
djb@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Thursday, January 14, 2021 3:56 PM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Following up on the below.

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

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LAS VEGAS, NV 89119

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From: Dylan Ciciliano
Sent: Monday, January 11, 2021 5:31 PM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>
Subject: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Attached is the proposed order granting Plaintiff's motion for attorneys' fees and costs. Please let me know if I can affix your e-signature.

Dylan

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Exhibit 1-K

TRANSCRIPT OF RECORDED TELEPHONE CONVERSATION BETWEEN
DYLAN CICILIANO, ESQ. AND MATTHEW FARKAS
Transcribed on January 20, 2021

Transcribed by: Kimberly A. Farkas, RPR, CCR #741
Realtime Trials Reporting (702) 277-0106

DYLAN CICILIANO: Hi. This is Dylan.

MATTHEW FARKAS: Hi, Dylan. It's Matthew Farkas. How are you?

DYLAN CICILIANO: Hi, Matthew. I have to let you know that I'm recording this call, by the way.

MATTHEW FARKAS: Oh, that's absolutely fine. That's absolutely fine.

DYLAN CICILIANO: All right. So --

MATTHEW FARKAS: The reason I called, I just wanted to let you know that I got the note from Matt, which I guess is from Erika. I think it's fine. I'm glad you sent it. The First 100 people were basically threatening to sue me.

Here's the bottom line. Adam Platto, who is with TGC Farkas. I'm the Farkas part of TGC Farkas, obviously. I have an issue with First 100, which I completely agree with. The unfortunate part of this whole incident was that the head of First 100 Jay Bloom, also happens to be my brother-in-law, who I really don't like, but because he's married to my sister, I felt that I really needed to remove myself from this entire incident.

And what they did to me was they -- they brought in another attorney, who has now since resigned that space, who has stepped down. I mean, he was my

attorney for, like, three seconds. And they did this without -- without, you know, telling me that they were going to do this. This guy Raffi Nahabedian, his name is. And that's who the letter went to from Erika.

DYLAN CICILIANO: So when you say -- when you say that -- hold on. When you say that they stepped in, who's they?

MATTHEW FARKAS: So Adam Platto -- what I did was I recused myself from the whole thing because I didn't want to be in between my friend Adam.

DYLAN CICILIANO: Right. In the amendment; right?

MATTHEW FARKAS: I beg your pardon?

DYLAN CICILIANO: You recused yourself through the amendment, where you gave up your managerial rights.

MATTHEW FARKAS: Yes, that's exactly -- that's exactly right.

And the only reason I called Erika yesterday was to let her know that I did not give Jay any information that he asked for. He did ask for information from me, which I refused to give him.

DYLAN CICILIANO: What did he ask for?

MATTHEW FARKAS: He asked for me to give him that amendment that I signed. I signed the amendment

so that Adam could move forward with this -- with this action that he wanted to do.

DYLAN CICILIANO: When did he ask you -- when did he ask you for the amendment?

MATTHEW FARKAS: When did Jay ask me for the amendment?

DYLAN CICILIANO: Yeah.

MATTHEW FARKAS: Yesterday.

DYLAN CICILIANO: Yesterday?

MATTHEW FARKAS: I mean, I had -- I had the most hellish day yesterday. And he asked me for the amendment. And he said, I'm going to sue you. He was going to sue me for, you know, breach of fiduciary responsibility to the company, which is complete nonsense, and me trying to twist my role there as to one of being the CFO, which I was never the CFO for five minutes. My role as VP of finance was strictly to raise capital for the company. That was my only role.

And so I just wanted to let Erika know that I completely agreed with what she said, but they --

DYLAN CICILIANO: How did Nahabedian come in? That's what I don't understand. How did you eventually hire Nahabedian?

MATTHEW FARKAS: What happened -- so this is what happened. Jay wanted to sue me for, you know --

well, I shouldn't say that. He was threatening to sue me, knowing that I had no money to pay for anything. And Adam knows that, too. I mean, Jay absolutely destroyed me financially. My life -- I've been a mess for the last several years on account of First 100. I lost two jobs because of this. I mean, I don't want to even bore you with the details, but it was horrible.

So what they did was they hired Nahabedian. They hired Raffi.

DYLAN CICILIANO: Who's they, Jay Bloom hired Raffi?

MATTHEW FARKAS: Jay Bloom and Joe Gutierrez, who, I guess, Raffi is a friend of Joe's. They brought Raffi in to represent me in the event that Adam sued me.

DYLAN CICILIANO: Okay.

MATTHEW FARKAS: They came up with this whole scenario.

Now, in fairness, I mean, things were a mess back in -- and I spoke to Erika about this over the summer. But, in fairness, you know, they were upset with me because Jay asked me to show him what they'd sent. And I -- you know, and I stupidly did, but, in fact, it was good that I did because I had -- I wasn't -- I didn't understand exactly what was going

on. I had signed a document several years back that Adam didn't sign, but I signed because they were threatening not to give me my back pay if I didn't sign.

You know, Jay -- First 100 has never done anything or asked me for anything where I wasn't under duress to sign something. And they've always held money as a, you know, as a hot button for me because they knew that I'd been in trouble financially.

DYLAN CICILIANO: So when did -- when did Joe and Jay hire Nahabedian for you?

MATTHEW FARKAS: I think last week at some point.

DYLAN CICILIANO: Okay.

MATTHEW FARKAS: But Nahabedian has now said he is not going to represent me at all.

DYLAN CICILIANO: Okay. Well -- so they've now -- so you're aware of what happened, they just filed a motion with the court to enforce a settlement agreement that you signed with Jay Bloom. Where did that settlement agreement come from?

MATTHEW FARKAS: I don't -- what settlement agreement? I didn't even know this.

DYLAN CICILIANO: There's a settlement agreement that has your signature on it dated

January 6th, 2021.

MATTHEW FARKAS: A settlement agreement for January 6th?

DYLAN CICILIANO: Yeah. And in the settlement agreement, I'll tell you, it releases your arbitration or the TGC Farkas' arbitration award and fee award against Jay Bloom and First 100. It totally gets rid of the case and says the case is dismissed. And it's signed by you and it says that you have the authority to do so on behalf of TGC Farkas.

MATTHEW FARKAS: But I don't.

DYLAN CICILIANO: I understand you don't, but that's what the settlement agreement says. And it's signed by you and Jay dated January 6th.

MATTHEW FARKAS: Would it be possible for you to send me a copy of that?

DYLAN CICILIANO: I mean, I'm happy to send it to you. Are you in front of your computer right now?

MATTHEW FARKAS: Yes, I am.

DYLAN CICILIANO: Okay. While we're talking, I'll send it to you so we can go over it. I mean, the realty is there's going to be an evidentiary hearing on this. And you're going to have to participate and to explain what happened here. Because no one truly is,

or at least on our end, we don't understand. The first we learned of it was when we got a letter, that letter from Nahabedian. And, evidently -- and in this it says that you and Jay Bloom negotiated this settlement agreement.

MATTHEW FARKAS: I didn't negotiate any agreement with Jay.

DYLAN CICILIANO: I'll send it to you. Hold on. I'm trying to extract the pages.

MATTHEW FARKAS: Which -- just let me know, Dylan, which email are you sending it to?

DYLAN CICILIANO: That was going to be my next question. I need to know your email address.

MATTHEW FARKAS: Oh, okay. Send it to Matthew, two Ts, Farkas, 70, 7-0 at Gmail, do you mean. So MatthewFarkas70, one word, at Gmail.

DYLAN CICILIANO: I'm attaching this right now.

MATTHEW FARKAS: I mean, you guys need to understand one thing. And I'm glad it's being recorded, frankly. I have never done anything when I wasn't under duress with Jay. I mean, he is -- and I told this to Erika. Jay -- Jay uses litigation. It's a blood sport for him. And the unfortunate thing here in this situation -- I just got it -- the unfortunate

thing here in this situation, Dylan, is that Adam has a lawyer, Jay has a lawyer, Matthew doesn't have a lawyer.

DYLAN CICILIANO: Well, Matthew, we represent the entity. We represent the entity's interest.

MATTHEW FARKAS: Right.

DYLAN CICILIANO: That's what we do. So we don't represent Adam. We represent TGC Farkas and the interest there.

MATTHEW FARKAS: So then you are my lawyer?

DYLAN CICILIANO: Well, we're not your lawyer personally. We're the entity's lawyer.

Are you there?

MATTHEW FARKAS: Okay. So -- all right. Yes, I am right here. So I'm looking at this. So explain this to me.

DYLAN CICILIANO: Okay.

MATTHEW FARKAS: Because I do not remember -- I do not remember signing this.

DYLAN CICILIANO: Have you ever seen this document?

MATTHEW FARKAS: And it was only on the 6th.

DYLAN CICILIANO: Yes. Have you seen this document before?

MATTHEW FARKAS: I do not remember seeing

this document.

DYLAN CICILIANO: Did you negotiate this document?

MATTHEW FARKAS: No. I don't think so. But, you know what, let me look at -- let me look at something, Dylan. Hang on one second.

DYLAN CICILIANO: Yeah, sure. This was two weeks ago. So go ahead.

MATTHEW FARKAS: I understand. What I'm looking at or, I should say, what I'm looking for, Jay sent me a whole bunch of things to sign. And he said, you have to do this right away and get right back to me, and this is going to absolve you from everything.

I mean -- well -- so what you're telling me though is that this isn't going to happen; right?

DYLAN CICILIANO: No, no. They're moving the court to get it to happen and have everything dismissed.

MATTHEW FARKAS: They can't get it dismissed.

DYLAN CICILIANO: They're claiming that you told them that you had authority to do this.

MATTHEW FARKAS: I -- oh, now, wait a minute. They are lying. Oh, my God. This is on tape? Dylan, this is Matthew Farkas. They are lying. I never told them I had the authority to do anything. This is a

complete fabrication.

DYLAN CICILIANO: Did you -- did Jay know -- well, when did Jay -- did you ever tell Jay about the amendment to the operating agreement?

MATTHEW FARKAS: He knew about it in September.

DYLAN CICILIANO: So he knew about the amendment --

MATTHEW FARKAS: And he was furious with me because it allowed Adam to move this forward and essentially win the case. But I never -- I never told -- I never told Jay I had the authority to do anything.

DYLAN CICILIANO: So in --

MATTHEW FARKAS: We never talked about this.

DYLAN CICILIANO: So in September, Jay knew about the amendment?

MATTHEW FARKAS: Of course.

DYLAN CICILIANO: When you say, "of course," why do you mean "of course." Did he look at it?

MATTHEW FARKAS: I didn't send him anything, but, you know, he told me that he knew about it. Hang on. Let me -- Let me -- I'm just -- I had to hang up on my wife. I'm sorry. She was calling me, but I'll just text her and tell her I'm on with you.

Dylan, here's my problem. I wanted to be removed from this whole thing because I didn't want to be in the middle of it. Okay. I didn't want to sue my brother-in-law and I didn't want to hurt my friends so I just wanted to be away from it. And I spoke to Michael Bush, you know, at the end of last year, last fall. And he said that they're going to handle it through the lawyers. But I never told Jay that I had the authority to do anything. He is lying.

DYLAN CICILIANO: Well, I mean, when you signed this settlement agreement, apparently, it says that you have the authority.

MATTHEW FARKAS: Well, then that's -- that's my fault because then I should have read it more carefully. But, like an idiot, I trusted Jay.

But let me -- I'm just looking through my emails right now so hang on one second. Okay. One second.

I honestly -- Dylan, I am looking through my emails right now and I don't see this email. And I certainly never told -- now, wait. Did they say that I signed this or they said that I told them that I had the authority to do this?

DYLAN CICILIANO: Well, they said that you signed it. The agreement says that you have the

authority. The agreement --

MATTHEW FARKAS: Oh, all right. Well, in fairness, that is a little different.

DYLAN CICILIANO: Hold on. Hold on. Let me go up. And it is says --

MATTHEW FARKAS: So can I just write something down?

DYLAN CICILIANO: Yeah. I'm not going to stop you from writing something down.

MATTHEW FARKAS: Yeah, let me just write -- let me just write something down. So what you're saying is that these documents sent by Jay -- all right. Let me just see something. Hold on.

Yeah, I don't have anything in my email. Oh, wait a minute. I have some hard copy stuff. Hang on one second.

Because what Jay told me was that Joe -- Jay told me that Joe wanted to sue me. Joe -- and then Jay turned around and he said, well, Joe told me that I should sue you, but Jay was saying -- now, let me see. Release hold harmless, indemnification.

Yeah. See, Jay -- Jay was all over me. I had to get it back to him in 15 minutes. I didn't have a chance to give it to a lawyer, not that I had a lawyer to give it to. But because I was never under

the -- yeah, there it is. There, I signed it.

But I never -- but I never -- stupid me, I didn't understand what the hell I was signing. I was just signing it because Jay was telling me that they were going to get Raffi to defend me in the event that Adam wanted to sue me.

DYLAN CICILIANO: So when -- so when did he provide you these documents?

MATTHEW FARKAS: The other day, last week.

DYLAN CICILIANO: Like, what day last week?

MATTHEW FARKAS: I'm sorry. I'm looking through my emails. I have the hard copies, but I'm looking through my emails. Hang on. Let me just see something. Tuesday.

This is the strangest thing. I don't have it in my emails, yet, I have the hard copy. Oh, I know why. He didn't send me an email. This is why it's not in my emails.

Jay sent the documents directly to the UPS store near my house. And I got the documents in the UPS store. I signed them. They scanned them and sent them back. That's why they're not in my emails.

DYLAN CICILIANO: Okay. And did he ever tell you what the documents were?

MATTHEW FARKAS: He just said -- no. He just

said that I was signing a document to engage Raffi in case Adam decided to sue me personally. And that he would -- and that Adam would -- not Adam -- that Raffi was going to be my lawyer.

DYLAN CICILIANO: Did Raffi sign -- did you sign an engagement agreement with Raffi?

MATTHEW FARKAS: Yeah, I think I did. I think I did, yeah.

DYLAN CICILIANO: And what does --

MATTHEW FARKAS: But Jay had me convinced that I was either going to get sued by him or by Adam.

DYLAN CICILIANO: And what is the engagement agreement -- do you have the engagement agreement with Raffi?

MATTHEW FARKAS: Let me go back and look in the hard copies. Probably. Yeah, hang on one second. I'm happy to send it to you.

DYLAN CICILIANO: Please.

MATTHEW FARKAS: I am happy -- now, I'm going to have to take pictures of it because -- or I can go to the UPS store tomorrow and send it to you, if that's easier.

DYLAN CICILIANO: The pictures are fine so long as I can read them.

MATTHEW FARKAS: Okay. All right. Hang on

one second. So Jay completely lied to me again. Dylan, I swear to God, I hope you fuckin' put him in jail. And I don't care that that's on the -- Attorney Retainer Agreement. Here we go. Here we go. Attorney Retainer. There's my signature.

Got it. Okay. I can send this to you right now. In fact, I can -- what I can do is I have one of those -- oh, my, God -- one of those scanners on my iPhone.

DYLAN CICILIANO: Right.

MATTHEW FARKAS: And I can send you -- I can scan it to you. I'll do it right now while we're on the phone.

DYLAN CICILIANO: Okay.

MATTHEW FARKAS: So I make sure that you get this. You know, once again, Jay lied to me. I fucking hate him. I swear to God, I fucking hate him.

All right. Hang on one second. All right. Sorry. I know this -- I shouldn't say that.

DYLAN CICILIANO: I understand you're frustrated. I'm not criticizing you for your language or your thoughts so -- and, honestly, I'm trying to figure out what's happening here. Because, as I've said, they now are going to court saying, get rid of the judgment and dismiss it. So we need to get to the

bottom of this as quick as possible.

MATTHEW FARKAS: Okay. All right. Now, okay. So I took the pictures. Now let me get to my scanner. Okay. Oh, wait a minute. I'm an idiot. I just took pictures of it. I didn't take pictures with the scanner. Hold on. Hang on one second. Almost done. Almost done.

DYLAN CICILIANO: Now, how did you know that Joe Gutierrez was recommending Raffi?

MATTHEW FARKAS: Jay told me.

DYLAN CICILIANO: Did you talk to Joe?

MATTHEW FARKAS: Hang on. Not about this. All right. Hang on. All right. Hang on.

All right. Now, what is your email?

DYLAN CICILIANO: I just sent you the one. I just sent you an email to your Gmail; remember? My name is long. I can spell it out to you. It's D, as in Dylan; C, as in Charlie; I, as in igloo; C, as in Charlie; I, as in igloo --

MATTHEW FARKAS: There. I got it. I got it. All right. I just sent them, four pages.

DYLAN CICILIANO: Okay. It's encrypted.

So when you said you didn't talk to Joe about this, what did you talk to Joe about?

MATTHEW FARKAS: So this is what happened.

Jay called me and said, Joe is -- Joe wants to sue you. Meaning, Joe wanted to sue me. And they were going to sue me, allegedly -- they were going to sue me, allegedly, for -- they said they were going to sue me for breach of fiduciary responsibility to First 100. Now, I don't know why the hello -- I don't know what fiduciary responsibility I was breaching, but that's what they said.

So I get Joe on the phone and I said, Joe, what is going on here? And Joe said, Matthew, I'm not suing you. He said, I don't even have the power to sue you. I am simply First 100's lawyer.

So the thing is, Jay didn't have the guts to tell me that he was thinking about suing me. So it wasn't Joe, but it was Jay that was going to sue me.

So we had a long talk about what was going on here. And, I mean, if you want, I can give you the whole story, but in a nutshell, Joe said that nobody has more at risk here than his law firm because the company owes Joe, I think, like, a couple of million dollars at least in back fees. They owe Joe -- Jay owes Joe a fortune; right. And they keep saying, I wish Adam wouldn't do this now because they are supposedly very close to signing an agreement where someone is going to buy the judgment.

Are you aware of the judgment that First 100 has?

DYLAN CICILIANO: Yeah, the judgment that they allegedly assigned to TGC Farkas in that settlement agreement.

MATTHEW FARKAS: No, no, no, are you of the judgment --

DYLAN CICILIANO: The $2 billion judgment, yes. In that settlement agreement, they allegedly get that.

MATTHEW FARKAS: Well, right. Nobody thinks that we're going to get -- or I certainly don't think we're going to get anything. But Jay, apparently, has found someone who is willing to buy the judgment for $48 million; okay. He has allegedly found someone. And, supposedly, this is going to happen within 30 days. Now, Jay said by the end of January, but he said it could slip into February, but he has found someone. And at that point, Adam will get all his money back.

And they're saying that -- what they're complaining about, what Joe said, meaning Jay, is complaining about, is that this is -- he is saying that Adam is obstructing this deal from happening because if they feel that Jay is getting sued in the courts over this, that these people may walk away. They don't want

to get in the middle of anything. Which I don't blame them, except I don't even believe that anybody is there.

Now, I don't know that for a fact. I don't know that. And both Jay and Joe have told me the same story, that it's $48 million. That this person -- you know, that they've been negotiating with this person now since August, or maybe even before that. But I know from my own experience on Wall Street that when people want to do something, they do it. They don't take six, seven, eight months to make a decision on something like this. They either get it and belief they're going to collect or they don't, and that's it.

And, in fact, three, four years ago, I actually put the judgment right after we got it in front of five very sophisticated litigation funding firms in New York, one of them being managed by one of my oldest friends from, you know, middle school. And all five of these firms walked away.

So I don't actually believe this is going to happen. But, in fairness, I haven't seen any documents. I don't know who they're talking to. I don't know anything. I'm just going based on my belief that nothing that Jay has ever told me has been true.

And, by the way, he didn't tell me that he

was going to do what he did today with this so --

DYLAN CICILIANO: When you say, "with this," you're saying with the settlement agreement, he didn't tell you that?

MATTHEW FARKAS: He didn't tell me anything. He doesn't -- listen, this is what Jay does. Jay says to me, Matthew, I'm going to sue you. You know how influential I am in the courts.

And this is one thing you should be aware of here, and I told this to Erika over the summer. Jay has a black belt in defending himself and drawing things out. He's not a lawyer, but he definitely plays one on television, and this is what he is really good at. And Jay has completely ingratiated himself in Las Vegas.

Now, by the way, just so I'm clear -- I'm on tape now. That's fine. But I'm assuming that this is -- you're not going to give this tape to Jay.

DYLAN CICILIANO: Well, so, I mean, candidly, I mean, this is the -- this is -- you know, I told you I represent the company. And to the extent that if you were to testify at some point and you testify inconsistent with this, I will have -- I'm mean, I'm going to have to introduce it.

MATTHEW FARKAS: All right. Well, fine. I'm

not saying anything here that's untrue.

DYLAN CICILIANO: Yeah. I'm being real candid with you. Like I said, I represent the company. I'm not your personal attorney. And the whole purpose of this is both to protect me and to protect -- well, it's mostly to protect me and the company, such that, if there's ever a disagreement as to what was said here, we can definitively resolve that because I don't want to be a witness.

MATTHEW FARKAS: Well, look, jay is very good at defending himself. And he's ingratiated himself in the legal community in Las Vegas. Like, I'm sure you know he's on the Nevada State Bar disciplinary board; right?

DYLAN CICILIANO: Or he was; right.

MATTHEW FARKAS: Is he no longer?

DYLAN CICILIANO: I don't know. I've heard that. I don't know one way or the other.

MATTHEW FARKAS: Well, unless you've heard differently, he is.

DYLAN CICILIANO: Okay.

MATTHEW FARKAS: And he's also -- he's also on the Metropolitan Police disciplinary board. So he's definitely very plugged in. He's friends with a lot of judges. I'm sure you know he's been politically

active. You know, these aren't -- there's nothing wrong with any of this stuff. I'm just -- I'm only letting you know this to -- for you to understand that he will be quite an adversary. But in terms of telling me -- I mean, yes, I signed this stuff. I mean, my signature is on it. I can't deny it. But he didn't -- he didn't take any pains to explain to me what I was signing. He just said, you know, Joe wants to sue you so you better sign this or we're going to sue you.

DYLAN CICILIANO: Right.

MATTHEW FARKAS: I mean, I would -- I absolutely signed this under duress.

DYLAN CICILIANO: Okay.

MATTHEW FARKAS: And I can honestly say also that every time I have -- every time I deal with Jay related to this, I mean, it is always, you know, I hurt him, you know, that I've hurt the company. And, you know, the fact is that I think -- I mean, I don't know -- well, you know what, I probably, in all fairness, I probably said enough. I think I've given you all the information that you need. But I did not discuss anything with Jay. I did not realize that my signature was helping to end this. And Jay and I will have to have a conversation about that at another time.

DYLAN CICILIANO: All right. Well, like I

said, this is now -- the court has just, as we're talking, has set this for -- it says, "Move to enforce the settlement agreement on January 28th, 2021 at 9:00 a.m."

We have to figure out what to do here because, as I said, the effect of the settlement agreement is to wipe out the proceedings, and it's all based on your signature on that what they claim was your apparent authority.

MATTHEW FARKAS: No. No. Now, that is -- that is completely untrue. I never had the authority to do that.

DYLAN CICILIANO: And Jay knew that?

MATTHEW FARKAS: Of course, he did. I told him time and again I had removed myself from having any part of this. And you can go to Michael Bush. They wrote me a letter saying as much.

DYLAN CICILIANO: Okay. Well, you know, we've got to figure this out. I may have to reach out to -- I mean, we're going to need a declaration from you certainly on this, you know, as to what --

MATTHEW FARKAS: Oh, believe me, it will be my pleasure to give it to you.

DYLAN CICILIANO: Okay.

MATTHEW FARKAS: I had no idea -- Dylan, I

had no idea that this was -- that this is what the plan was. I had no idea. And this is why I say to Jay and I say to you, I don't have a lawyer. I don't have anybody to talk to about these things. So when one of the two parties asks me to sign something because it's going to help them, you know, I don't want to -- I didn't necessarily want to hurt Jay and I certainly didn't want to hurt Adam. I didn't want to hurt anybody. I didn't want to be a part of this.

DYLAN CICILIANO: No, I --

MATTHEW FARKAS: I didn't want to be part of this.

DYLAN CICILIANO: All right. I mean, you're very much a part of it now. And so --

MATTHEW FARKAS: Goddamnit. Oh, my God. I am so angry right now, you have no idea. You have no idea how angry I am right now at Jay. You can't even imagine.

DYLAN CICILIANO: Well, I mean, it's bad. If they win on the motion and force settlement, they extinguish a million-dollar investment.

MATTHEW FARKAS: Oh, my God. I am so angry with Jay right now. I am so angry with him. You go get him. Excuse me for saying that, but you guys go get him.

DYLAN CICILIANO: All right. Well, I'll be back in touch because it doesn't end with this phone conversation.

Can you send me anything else that Jay or anyone else had sent you regarding this subject matter in the past couple days or past couple weeks so I can see?

MATTHEW FARKAS: Yes.

DYLAN CICILIANO: Thank you. Like I said, we've got to figure out what we're going to do here because, at this point, they're hanging their hat on the fact that you signed it, you negotiated it, you had counsel --

MATTHEW FARKAS: I negotiated nothing. I negotiated nothing. Jay sent me a bunch of documents. He said, you have to sign these things right away, and that we will protect you. Those were his exact words, we will protect you. If Adam sues you, we will protect you. Those were his exact words. If Adam sues you, we will protect you. We will pay for your defense.

DYLAN CICILIANO: Who paid the retainer for Nahabedian?

MATTHEW FARKAS: Jay.

DYLAN CICILIANO: Well, you didn't pay it; right?

MATTHEW FARKAS: No. I don't have the money to pay for a lawyer. That's why I'm in this position right now. I don't have the money to pay for a lawyer. You guys go get him. You go get him.

DYLAN CICILIANO: All right. Well, thanks for taking the time, and, like I said, we'll be in touch.

MATTHEW FARKAS: All right. Thanks. Bye.

DYLAN CICILIANO: Bye.

(Whereupon, the recording was concluded.)

-o0o-

ATTEST: FULL, TRUE, AND ACCURATE TRANSCRIPT OF RECORDED CONVERSATION.

/S/ Kimberly A. Farkas, RPR, CRR

Exhibit 2

DECL

GARMAN TURNER GORDON LLP
ERIKA PIKE TURNER
Nevada Bar No. 6454
Email: eturner@gtg.legal
DYLAN T. CICILIANO
Nevada Bar. No. 12348
Email: dciciliano@gtg.legal
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
Tel: (725) 777-3000
Fax: (725) 777-3112
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC, Plaintiff, vs. FIRST 100, LLC, a Nevada Limited Liability Company; FIRST ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company aka 1st ONE HUNDRED HOLDINGS LLC, a Nevada Limited Liability Company, Defendants.	CASE NO. A-20-822273-C DEPT. 13 **DECLARATION OF ADAM FLATTO IN SUPPORT OF SUPPLEMENT TO PLAINTIFF'S EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE WHY DEFENDANTS AND JAY BLOOM SHOULD NOT BE HELD IN CONTEMPT OF COURT**

I, Adam Flatto ("Declarant"), declare as follows:

1. I am the manager of TGC Investor 100, LLC, 50% member of TGC/Farkas Funding, LLC ("Plaintiff"). I am competent to testify to the matters asserted herein, of which I have personal knowledge, except as to those matters stated upon information and belief. As to those matters stated upon information and belief, I believe them to be true.

2. This declaration is made in support of the Supplement to Plaintiff's Ex Parte Application for Order to Show Cause Why Defendants and Jay Bloom Should Not Be Held in Contempt of Court (the "Supplement").

3. Plaintiff has two members, TGC Investor 100, LLC and Matthew Farkas.

4. On September 17, 2020, Plaintiff's members adopted the Amendment to Limited Liability Company Agreement of TGC/Farkas Funding, LLC. Matthew Farkas signed the

Amendment to Limited Liability Company Agreement of TGC/Farkas Funding, LLC. A true and correct copy of his email transmitting his signature is attached hereto as Exhibit 2-A. A true and correct copy of the executed Amendment to Limited Liability Company Agreement of TGC/Farkas Funding, LLC is attached hereto as Exhibit 2-B.

5. Indisputably, Matthew Farkas does not have the ability to control Plaintiff.

6. TGC 100 Investor, LLC did not authorize the retention of Raffi Nahabedian by or on behalf of Plaintiff.

7. Additionally, neither Plaintiff nor TGC 100 Investor, LLC terminated Garman Turner Gordon's representation.

8. Plaintiff has not engaged in settlement discussions with Defendants or settled this matter.

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

Executed this 20th day of January, 2021.

ADAM FLATTO, Declarant

Garman Turner Gordon LLP
Attorneys At Law
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
(725) 777-3000

Exhibit 2-A

Dylan Ciciliano

From: Erika Turner
Sent: Thursday, January 14, 2021 5:11 PM
To: Dylan Ciciliano
Subject: FW: CamScanner 09-17-2020 11.58.12
Attachments: CamScanner 09-17-2020 11.58.12.pdf

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

P 725 777 3000 | D 725 244 4573
E eturner@gtg.legal

From: Matthew Farkas <farkm1@aol.com>
Sent: Thursday, September 17, 2020 11:59 AM
To: Michael Busch <mbusch@georgetownco.com>
Subject: CamScanner 09-17-2020 11.58.12

Scanned with CamScanner
https://cc.co/16YRyq

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the Effective Date.

COMPANY:

TGC/FARKAS FUNDING LLC, a Delaware limited liability company

By:_____
Its:_____
Print Name: MATTHEW FARKAS

MEMBERS:

TGC 100 INVESTOR, LLC

By: _____
Adam Flatto, Manager

_____
MATTHEW FARKAS, individually

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Exhibit 2-B

AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT

OF TGC/FARKAS FUNDING, LLC

THIS AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT OF TGC/FARKAS FUNDING, LLC (this "Amendment"), dated as of this __ day of August, 2020 (the "Effective Date"), is made by and among TGC/FARKAS FUNDING LLC, a Delaware limited liability company (the "Company"), TGC 100 INVESTOR, LLC, a Delaware limited liability company ("TGC Investor"), and MATTHEW FARKAS, an individual ("Farkas", and together with TGC Investor, the "Members").

RECITALS

WHEREAS, the Members entered into that certain Limited Liability Company Agreement of TGC/Farkas Funding, LLC, dated as of October 21, 2013 (the "Operating Agreement"), with respect to the Company; and

WHEREAS, in accordance with Section 4.1(b) and Section 10.1 of the Operating Agreement, the Members now desire to amend the Operating Agreement on the terms and conditions set forth herein, as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINED TERMS

1.1 **Capitalized Terms**. Capitalized terms used herein without definition shall have the same meanings as ascribed to such terms in the Operating Agreement.

SECTION 2. AMENDMENTS TO OPERATING AGREEMENT

2.1 **Section 3.4(a) of the Operating Agreement**. Section 3.4(a) of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

> "(a) Except as otherwise expressly provided for herein, the Members, unless they are the Administrative Member, shall not have any right or power to take part in the management or control of the Company or to act for or to bind the Company in any way."

2.2 **Section 3.4(b) of the Operating Agreement**. The following shall be added to the end of Section 3.4(b) of the Operating Agreement:

> "The Members may take any action provided for herein to be taken by the Members without a meeting, by the unanimous written consent of the Members."

2.3 **Section 4.1(a) of the Operating Agreement**. Section 4.1(a) of the Operating Agreement is hereby amended to provide that, by unanimous written consent of the Members pursuant to this Amendment, as of the Effective Date, TGC Investor shall be the Administrative Member of the Company. As of the Effective Date, TGC Investor shall hold office as Administrative Member until it resigns as Administrative Member in a writing delivered to all Members and its successor shall have been appointed by the unanimous vote of the Members. From and after the Effective Date, any reference to the Administrative Member shall hereinafter mean TGC Investor, who shall act solely through its manager, Adam Flatto, or such other designee appointed by TGC Investor from time to time.

2.4 **Section 4.1(c) of the Operating Agreement**. The following Section 4.1(c) shall be added to the Operating Agreement:

> "(c) The Administrative Member shall have full, exclusive and complete discretion, power and authority, subject in all cases to other provisions of this Agreement and the requirements of applicable law, to manage, control, administer and operate the business and affairs of the Company for the purposes herein stated and to make all decisions affecting such business and affairs, including, without limitation, the power to:
>
> (i) acquire land, buildings or any other interest in real estate which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;
>
> (ii) acquire by purchase, lease or otherwise, any personal property, tangible or intangible which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;
>
> (iii) sell, dispose, trade or exchange Company personal property in the ordinary course of the Company's business, including determining the terms and price upon which to sell the personal property;
>
> (iv) purchase liability and other insurance to protect the Company's properties and business;
>
> (v) borrow money, mortgage or encumber Company property for and on behalf of the Company, and, in connection therewith, execute and deliver instruments evidencing such indebtedness;
>
> (vi) sell or otherwise transfer the real and personal property of the Company or any part or parts thereof;
>
> (vii) execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance and operation of the Company's real and personal property;

(viii) execute all other instruments and documents which may be necessary or in the opinion of the Administrative Member desirable to carry out the intent and purpose of the Agreement;

(ix) contract on behalf of the Company for the employment and services of employees and/or independent contractors and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company;

(x) care for and distribute funds to the Members by way of cash, income, return of capital or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(xi) enter into contracts and make any and all expenditures in connection therewith, which the Administrative Member, in its discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the performance of its obligations and responsibilities under this Agreement, including, without limitation, expenditures for legal, accounting and other related expenses incurred in connection with the organization, financing and operation of the Company;

(xii) determine whether or not distributions should be made to the Members, expect as may specifically set forth elsewhere in this Agreement; and

(xiii) enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company."

2.5 **Section 4.1(d) of the Operating Agreement**. The following Section 4.1(d) shall be added to the Operating Agreement:

"(d) The business and affairs of the Company are to be managed and taken by the Administrative Member, as provided in this Section 4.1. Except as otherwise set forth hereinbelow, the Members shall have no rights or powers to take part in the management and control of the Company and its business affairs. Notwithstanding, the following matters shall require the unanimous vote of the Members:

(i) An amendment to the Articles, this Agreement or the purpose of this Agreement;

(ii) The removal or election of a new Administrative Member;

(iii) File a petition for bankruptcy of the Company; and

(iv) Unless otherwise provided in this Agreement, the termination and dissolution of the Company.

As provided in Section 3.4(b) of this Agreement, those matters to be voted on by the Members can be done by written consent. Such a written consent may be utilized at any meeting of the Members, or it may be utilized in obtaining approval by the Members without a meeting. Except for those matters specifically designated above or otherwise specifically provided in this Agreement, the consent or approval of the Members shall not be required to ratify any actions taken by the Administrative Member on behalf of the Company."

2.6 **Section 4.5 of the Operating Agreement**. Section 4.5 of the Operating Agreement is hereby deleted in its entirety and shall be replaced by "Section 4.5 Liability Limited; No Fiduciary Duty" set forth below. Specifically, from and after the Effective Date, there will no longer be a CEO position with the Company; it being the intention of the Members of the Company for the Administrative Member to have all such authority of the Company and be the "manager" of the Company, as set forth in Section 4.1 of the Agreement.

"Section 4.5 Liability Limited; No Fiduciary Duty. The Administrative Member shall not be liable to the Company or any Member for any act or omission performed or omitted pursuant to the authority granted by this Agreement; provided that such limitation of liability shall not apply to the extent the act or omission was attributable to the fraud, gross negligence, or willful misconduct or knowing violation of law of the Administrative Member. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Member. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledges and agrees that the duties and obligation of the Administrative Member and each Member to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of the Administrative Member otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Person.

SECTION 3. MISCELLANEOUS

3.1 **Continued Effectiveness of Operating Agreement**. Except as specifically provided herein, all of the terms and conditions of the Operating Agreement shall remain in full force and effect.

3.2 **Governing Law**. This Amendment shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

3.3 **Headings**. Section and subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

3.4 **Counterparts; Effectiveness**. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a

single Amendment. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, electronic email or other electronic imaging means (*e.g.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Amendment, each of which when so executed and delivered shall be deemed an original.

[Signature Page to Follow.]

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the Effective Date.

COMPANY:

TGC/FARKAS FUNDING LLC, a Delaware limited liability company

By:_____
Its:_____
Print Name:_____

MEMBERS:

TGC 100 INVESTOR, LLC

By: _____
Adam Flatto, Manager

_____
MATTHEW FARKAS, individually

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the Effective Date.

COMPANY:

TGC/FARKAS FUNDING LLC, a Delaware limited liability company

By:_____
Its:_____
Print Name: MATTHEW FARKAS

MEMBERS:

TGC 100 INVESTOR, LLC

By: _____
Adam Flatto, Manager

_____
MATTHEW FARKAS, individually

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IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the Effective Date.

COMPANY:

TGC/FARKAS FUNDING LLC, a Delaware limited liability company

By:_____
Its:_____
Print Name: ~~MATTHEW FARKAS~~

MEMBERS:

TGC 100 INVESTOR, LLC

By: _____
Adam Flatto, Manager

_____
MATTHEW FARKAS, individually

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Electronically Filed
7/14/2021 12:15 PM
Steven D. Grierson
CLERK OF THE COURT

RTRAN

DISTRICT COURT

CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC, Plaintiff(s), vs. FIRST 100, LLC, Defendant(s).	CASE NO: A-20-822273-C DEPT. XIII

BEFORE THE HONORABLE MARK R. DENTON, DISTRICT COURT JUDGE

THURSDAY, JANUARY 21, 2021

RECORDER'S TRANSCRIPT OF HEARING RE:
SHOW CAUSE HEARING

APPEARANCES VIA VIDEO CONFERENCING:

For the Plaintiff(s):	ERIKA PIKE TURNER, ESQ. DYLAN T. CICILIANO, ESQ.
For the Defendant(s):	JOSEPH A. GUTIERREZ, ESQ. JASON R. MAIER, ESQ.

RECORDED BY: JENNIFER GEROLD, COURT RECORDER

Las Vegas, Nevada; Thursday, January 21, 2021

[Proceeding commenced at 9:44 a.m.]

THE COURT: All right. It appears that the next one is TGC/Farkas Funding, LLC versus First 100, LLC.

MS. TURNER: Good morning, Your Honor, --

MR. GUTIERREZ: Good morning, Your Honor, this is --

MS. TURNER: -- Erika Pike Turner of Garman Turner Gordon on behalf of the Plaintiff, TGC/Farkas.

MR. GUTIERREZ: Good Morning, Your Honor, Joseph Gutierrez and Jason Maier on behalf of the First 100 entities and Jay Bloom in his individual capacity.

MS. TURNER: And for the record, Dylan Ciciliano is also present on behalf of the Plaintiff.

THE COURT: Good morning. The calendar shows it to be on for show cause hearing. Okay.

MS. TURNER: Yes, Your Honor. This --

THE COURT: I think something's been filed -- wasn't something filed recently -- something's that been filed recently that -- a motion by the other side, I think?

MR. GUTIERREZ: Yes, Your Honor.

MS. TURNER: Yes, Your Honor. We have an order to show cause. There was a response. And then there was a motion to enforce settlement agreement that was placed on calendar for next week. And we responded to that filing last night. It couldn't be earlier because we

had to respond to this -- this action. It is our position that this settlement agreement is a fraud on the Court. And it is part and parcel --

THE COURT: And I'll be hearing -- I'll be hearing them on a motion, right?

MS. TURNER: It -- it will be. Our supplement addresses why it is part and parcel of the contempt. Its interference with -- with the performance from Defendants of the obligations under the judgment. We are asking for a -- an evidentiary hearing on the extent of the contempt. And, Your Honor, you probably didn't have enough time to read the submission last night, but we have Defendants reaching out to a member of the Plaintiff and having that Plaintiff -- or the member of the Plaintiff, who has no control over Plaintiff, sign documents.

And they purported to provide him counsel who is Jay Bloom, the manager of Defendants, to provide counsel to him. Counsel that never advised him, never discussed it with him. We have a transcript we've attached to the filing last night where it says --

THE COURT: Well, here's my -- here's my inclination: I'm looking at Odyssey here. I don't see yet calendared the motion to enforce the settlement agreement.

MS. TURNER: Your Honor, it was represented to us that this hearing was vacated and that the hearing was set for next Thursday. That was what was represented to us --

THE COURT: I don't see it in Odyssey. Let me hear from opposing --

MR. GUTIERREZ: Your Honor, this is --

THE COURT: Yes.

MR. GUTIERREZ: -- this is Joseph Gutierrez on behalf of the First 100 entities. Yeah, it was a -- you signed the OST earlier this week and set the hearing on the Defendants' motion to enforce settlement for January 28th at 9:00 am. And in your ruling --

THE COURT: Like I said, then why hasn't it been filed -- served and filed yet?

MR. GUTIERREZ: It has been served and filed.

THE CLERK: I'm sorry, Judge, I'm going to step in.

MR. GUTIERREZ: It was electronically filed on January 19th --

THE CLERK: I don't think --

MR. GUTIERREZ: -- at 4:00 pm.

THE CLERK: -- Master Calendar hasn't set it in Odyssey yet.

THE COURT: Oh, I see. There's a motion -- Odyssey shows the motion filed on the 19th, okay, but it doesn't yet show the hearing date, at least -- Madalyn, do you see it?

THE CLERK: It's not -- it's because Master Calendar hasn't set the hearing yet.

THE COURT: But it's going to be on -- I signed an OST, apparently, right?

THE CLERK: Yep. Yep. It should be set. I'll set it right now so there's no confusion and I'll reach out to Master Calendar because they should've set it [indiscernible].

THE COURT: Okay. And that was the OST was for the 28th; is that right? Okay. Here's what I'd like to do, yeah, I see it now. Okay.

Here's what I'd like to do, I'd like to just go ahead and pass this to the 28th at the same time I hear the motion to enforce settlement agreement. If it appears that an evidentiary hearing is to be set, then I'll set it at that time.

MS. TURNER: Your Honor, I appreciate that.

MR. GUTIERREZ: Thank you, Your Honor.

MS. TURNER: Part of the issue that we have, and it's important that we bring it up, is in that order setting the hearing for next week, there's a provision that says the order setting judgment debtor exam is vacated. And we have the transcript attached to the filing last night where it's indicated that the purpose of this whole action, this whole purported settlement agreement that doesn't actually exist, the purpose is so that assets could be sold. So we are concerned that, Your Honor, without the proper papers, it's just one sentence that says, I agree to set the hearing on the order shortening time on the motion to enforce settlement agreement and then it says, the judgment debtor exam is vacated.

THE COURT: Where is that?

MS. TURNER: It's in this order that was submitted to set the hearing for next week.

THE COURT: Oh, I thought you said -- I understood you to say you hadn't seen it yet. I'm sorry, I guess, I misunderstood.

MS. TURNER: No.

MR. GUTIERREZ: Your Honor, the order says specifically that post-judgment discovery are stayed until further order of the Court

and that this show cause hearing is continued until further order of the Court because it's our position there's a valid settlement agreement. We can just set that on the 28th when we hear Defendants' motion to enforce. And the arguments raised by counsel, which we strongly object to, and there's several misrepresentations that we're going to point out to the Court, but these issues can be decided next week, Your Honor.

THE COURT: Okay.

MR. CICILIANO: Your Honor, this is Dylan Ciciliano, in the -- the order setting judgment debtor exam, there's the standard language that prohibits a debtor from transferring the property. It's not clear, based on this motion to enforce settlement agreement, where it says that post-judgment discovery proceedings in this matter are stayed until further order of the Court. Whether or not that vacates that provision, and I think Ms. Turner's still seeking clarification --

THE COURT: It doesn't.

MR. CICILIANO: Okay.

THE COURT: I don't see where it vacates that provision.

MR. CICILIANO: Perfect.

THE COURT: It says post-judgment discovery proceedings are stayed.

MR. CICILIANO: Okay. And we just wanted to be clear on that. That's all, Your Honor.

THE COURT: Yeah. That's all that says is post-judgment discovery proceedings are stayed. It doesn't say anything about disposition of assets or transfers or anything like that.

MS. TURNER: No, it's their order setting judgment debtor exam that was the concern, but with that clarification, we have no issue with setting this over to next week. And we'll respond --

THE COURT: All right. Very well. It's the 28th at 9:00 am. Okay?

MS. TURNER: Thank you, Your Honor.

MR. GUTIERREZ: Thank you, Your Honor.

THE COURT: All right. Thank you.

[Proceeding concluded at 9:51 a.m.]

* * * * * * *

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability. Please note: Technical glitches in the BlueJeans system resulting in audio/video distortion and/or audio cutting out completely were experienced and are reflected in the transcript.

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DISTRICT COURT

CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC, Plaintiff/Judgment Creditor, vs. FIRST 100, LLC, a Nevada Limited Liability Company; FIRST ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company aka 1st ONE HUNDRED HOLDINGS LLC, a Nevada Limited Liability Company, Defendants/Judgment Debtors.	CASE NO. A-20-822273-C DEPT. 13 **OPPOSITION TO DEFENDANTS' MOTION TO ENFORCE SETTLEMENT AND VACATE POST-JUDGMENT DISCOVERY PROCEEDINGS; AND COUNTERMOTION 1) TO STRIKE THE AFFIDAVIT OF JASON MAIER, AND 2) FOR SANCTIONS** **Date of Hearing: January 28, 2021**

Plaintiff/Judgment Creditor TGC/FARKAS FUNDING, LLC ("Plaintiff"), by and through counsel, the law firm of Garman Turner Gordon LLP, hereby opposes the *Motion To Enforce Settlement and Vacate Post-Judgment Discovery Proceeding*s (the "Motion") filed by Defendants/Judgment Debtors FIRST 100, LLC and FIRST ONE HUNDRED HOLDINGS, LLC, aka 1st ONE HUNDRED HOLDINGS LLC (collectively, the "Defendants") and countermoves to strike the Declaration of Jason Maeir submitted in support of the Motion, pursuant to Eighth Judicial District Court Rule ("EDCR") 2.21(c) and for the imposition of appropriate sanctions pursuant to EDCR 7.60(b)(1), (3), and/or (5), jointly and severally, against Defendants, their manager Jay Bloom ("Bloom"), and their counsel (the "Countermotion").

This Opposition and Countermotion is made and based upon the following Memorandum of Points and Authorities, the exhibits attached to the Appendix of Exhibits in support of Plaintiff's Opposition to the Motion and Countermotion (the "App"), including the Declaration of Matthew

Farkas ("Farkas Dec"), attached to the App as **Exhibit 1**, and the Declaration of Dylan Ciciliano, Esq., counsel for Plaintiff ("Ciciliano Dec"), attached to the App as **Exhibit 2**, exhibits thereto, the other papers already on file herein, including the *Motion to Confirm Arbitration Award* filed herein on October 1, 2020 and the *Decision and Award of Arbitration Panel* attached as Exhibit 1 thereto (the "Arb Award"), *Order Granting Plaintiff's Motion to Confirm Arbitration Award and Denying Defendants' Countermotion to Modify Award, and Judgment* entered herein on November 17, 2020 (the "Judgment"), the *Application for Order to Show Cause Why Defendants and Bloom Should Not Be Held in Contempt of Court* entered herein on December 18, 2020 (the "OSC"), the *Supplement to the OSC* filed herein on January 20, 2021 (the "Supplement"), the *Orders for Judgment Debtor Examination* entered herein on December 18, 2020 (the "JDE Order"), the *Opposition to the OSC* filed by Defendants herein on January 20, 2021, and any oral argument the Court will permit at the hearing of this matter.

MEMORANDUM OF POINTS AND AUTHORITIES

I

SUMMARY

There are certain factors that are not present in any enforceable settlement agreement, as they are clear badges of fraud, including that the settlement agreement was not negotiated, no consideration was provided to Plaintiff, the settlement agreement was not authorized by Plaintiff, Bloom coerced the settlement agreement from a member of Plaintiff, Matthew Farkas ("Farkas"), who lacked requisite authority to bind Plaintiff,[1] and the settlement agreement was actively concealed from Plaintiff's known counsel until the Motion was filed. These patently relevant factors were intentionally omitted from the Motion to secure an order shortening time and corresponding disruption of the OSC hearing and Plaintiff's other Judgment enforcement efforts.

The arbitration panel found Defendants engaged in a "long and bad faith effort" to deny Plaintiff statutory and contractual rights of inspection of Defendants' business records. (Arb

[1] Defendants are in a Catch-22 by arguing that Farkas had apparent authority to bind Plaintiff because he signed where it indicates he is a "manager" of Plaintiff, as Defendants were prohibited as a matter of law (discussed further, *infra*) from directly presenting the settlement agreement to Farkas (former manager of Plaintiff) with the intention of denying Plaintiff the benefit of counsel.

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Award, p. 2). Those bad faith efforts to deny Plaintiff's rights have continued and expanded since the Arb Award was entered. As set forth in the OSC and Supplement at length, Defendants have failed to comply with the Arb Award or subsequent Judgment thereon in any manner. There has not been one document produced. Desperate to further conceal the truth regarding where Plaintiff's $1 million investment in Defendants went and other pertinent information regarding Defendants' business and assets, Defendants have now contrived a "settlement" in their attempt to obviate Plaintiff's Judgment without any consideration.[2]

As supported by the Farkas Dec, the Ciciliano Dec, and the exhibits thereto, the sham of a settlement agreement attached to the Motion was only procured upon violations of Nevada's Rules of Professional Conduct ("NRPC") by counsel for Bloom and Defendants and other intentional misconduct from Bloom in what is clearly a concerted effort for Defendants to avoid their obligations under the Judgment. When applicable legal and equitable principles are applied to the subject Settlement, it is rendered absolutely unenforceable.

Not only should the Motion be denied, but given that the settlement scheme is for the purpose of interfering with the administration of justice and denying Plaintiff's Judgment rights, the Countermotion for sanctions should be granted. *See* EDCR 7.60(b) (providing authority for the Court to impose upon a party or an attorney any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney's fees, particularly when a motion is presented that is frivolous, unnecessary or unwarranted or multiples the proceedings in a case unreasonably and vexatiously); see also NRS 7.085 (providing authority for the Court to impose upon an attorney sanctions for frivolous or vexatious proceedings).

Finally, Defendant's counsel Jason Maier submitted the only declaration in support of the Motion, despite the fact he is admittedly without any personal knowledge necessary to evidence a valid and enforceable settlement agreement, which requires the declaration be stricken under EDC 2.20(c).

/ / /

[2] It is notable that Plaintiff, as a member of Defendants, would still be entitled to inspect Defendants' records, notwithstanding the purported settlement.

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II.

STATEMENT OF RELEVANT FACTS

A. Plaintiff is exclusively controlled by TGC 100 Investor, LLC, not Farkas.

1. Plaintiff is a Delaware Limited Liability Company with two members, TGC 100 Investor, LLC ("TGC Investor") and Farkas.[3]

2. Farkas was the manager of Plaintiff until September 17, 2020.[4] In the arbitration proceedings resulting in the Arb Award, Farkas found himself "conflicted as a result of [his] familial relationship with Mr. Bloom."[5] That conflict resulted in Bloom manipulating Farkas into providing Bloom with attorney-client privileged documents between Plaintiff and its counsel.[6]

3. On September 17, 2020, two-days after the Arb Award, Plaintiff's members came to a resolution to ease the conflict in which Farkas found himself.[7] That day, Plaintiff's members adopted an amended operating agreement for Plaintiff, whereby TGC Investor had "full, exclusive, and complete discretion, power and authority" . . . "to manage, control, administer and operate the business and affairs of the Company."[8]

4. After signing the Amendment, Farkas "informed Mr. Bloom that [he] no longer had any role in the management of Plaintiff."[9] At no time since the Amendment has Farkas (knowingly) represented he had the authority to bind Plaintiff.[10]

B. For years Defendants have subverted Plaintiff's rights to inspect Defendants' records.

5. Plaintiff "invested $1 million into the business of [Defendants] in exchange for a" membership interest in Defendants.[11]

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[3] *See* the Operating Agreement, Motion at Exh. C.

[4] Supplement at Exhibit 2-B; Farkas Dec, App Exh. 1-A, Bates No. OPP003, at ¶ 5.

[5] Farkas Dec, App Exh. 1, Bates No. OPP003, at ¶ 5. Bloom is married to Farkas' sister.

[6] *Id.*

[7] *Id.* at ¶ 6 App Exh. 1-A.

[8] *See* App Exh. 1-A.

[9] Farkas Dec, App Exh. 1, Bates No. OPP003, at ¶ 8.

[10] *Id.* at ¶17.

[11] Arb Award, at p. 2.

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6. Bloom is Defendants' manager, principal, and chairman.[12]

7. Beginning on May 2, 2017, Plaintiff made requests to inspect Defendants' records pursuant to its status as a member of Defendants.[13]

8. Defendants refused to produce the company records to Plaintiff despite multiple requests and arbitration proceedings being commenced, which the arbitration panel found to be "a ***long and bad faith effort by [Defendants] to avoid their statutory and contractual duties*** to a member to produce requested records."[14]

9. On September 15, 2020, the arbitration panel entered its Arb Award, wherein it compelled Defendants to produce the requested records within 10 days of entry of the award and awarded Plaintiff all of its fees and costs.[15]

10. On November 17, 2020, the Court confirmed the Arb Award and entered the Judgment.

11. Ironically, given the Judgment on the Arb Award, even if the Court were to enforce the settlement agreement, Plaintiff would still be entitled to inspect Defendants books and records, and *res judicata* prevents Defendants from disputing the right.[16]

C. <u>Defendants are attempting to interfere with Plaintiff's Judgment enforcement efforts.</u>

12. The Judgment established that Defendants were to produce records to Plaintiff as set forth in the final Arb Award, which required Defendants "[were] to forthwith, but no later than ten (10) calendar days from the date of this AWARD [September 15, 2020], make all the requested documents and information available from both companies to Claimant for inspection and copying." No documents were produced as ordered.[17]

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[12] *See* the settlement agreement attached to the Motion, signed by Bloom as "manager" of Defendants; *see also* Defendants' Limited Opposition to Motion to Confirm Arbitration Award and Countermotion to Modify Award per NRS 38.242, at Exh. A (Declaration of Bloom, ¶ 3).

[13] Arb Award, at pp. 2-3.

[14] *Id*. at p. 2 (emphasis added).

[15] *Id*. at p. 5.

[16] *Int'l Ass'n of Firefighters, Local 1285 v. City of Las Vegas*, 107 Nev. 906, 915, 823 P.2d 877, 882 (1991)(applying res judicata to arbitration awards).

[17] *See* OSC, at p. 3, ¶6.

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13. On December 18, 2020, the Court entered the OSC and set a hearing for January 21, 2021.

14. On December 21, 2020, the Court entered orders subjecting Defendants and Bloom to Judgment Debtor Exams to discover the location of Defendants' records and accounts, which examinations were scheduled for January 25, 2021.

15. On December 18, 2020, Plaintiff issued post-judgment discovery to Defendants, including interrogatories, requests for production of documents and notices of intent to issue subpoenas.

16. Despite that responses to written requests for discovery were due on or before January 17, 2021, Defendants failed to provide any discovery requested.[18] Instead of responding to the discovery requests, Defendants, Bloom and MGA objected and otherwise refused to provide responses or attend depositions/examinations.[19]

D. <u>The alleged settlement agreement was "secretly" entered into by Bloom and his brother-in-law, Farkas, who had no authority to execute the agreement.</u>

17. When Defendants, Bloom, and MGA were creating excuses for not responding to post-judgment discovery, they knew of the existence of the alleged settlement agreement, dated January 6, 2021, yet the settlement agreement was not produced to Plaintiff until the Motion was filed.[20]

18. To further effectuate their scheme to avoid the Judgment, in addition to the settlement agreement, there was a further concealed (and ultimately failed) effort to supplant Plaintiff's counsel with Bloom's personal counsel, Raffi Nahabedian, Esq. ("<u>Nahabedian</u>"), subsequent to the settlement agreement being executed in order to try to effectuate a dismissal of the Judgment without consideration.

19. Nahabedian is Bloom's ***current*** personal counsel. In fact, Nahabedian represents Bloom before this very Court. *See Nevada Speedway LLC v. Bloom,* Case No. A-20-809882-B

[18] Ciciliano Dec, App Exh. 1, Bates No. OPP022-23, at ¶ 4.

[19] See Supplement at Exhs. 1-C to 1-H (Bloom's correspondence, MGA's objections on behalf of itself, Defendants and Bloom, and notice of no compliance pending the Motion being resolved).

[20] Ciciliano Dec, App Exh. 1, Bates No. OPP023, at ¶ 5.

(Judge Denton presiding, Feb. 2, 2020).[21]

20. Notwithstanding his current representation of Defendants' manager, on January 14, 2021, Nahabedian sent a letter to Plaintiff's counsel (Garman Turner Gordon, or "GTG") claiming that he had been retained to represent Plaintiff by Farkas, that GTG was terminated, that GTG was to execute a substitution of counsel, and that Plaintiff would be dismissing this matter pursuant to a settlement.[22] While Nahabedian's letter claims that it was attaching the settlement agreement, it did not.[23]

21. Despite repeated request, Nahabedian and MGA failed and/or refused to disclose the settlement agreement to GTG until the Motion.[24]

22. On January 15, 2021, GTG addressed Nahabedian's demand for substitution as Plaintiff's counsel, including Nahabedian's clear conflict(s) of interest and the lack of authority to make the demand.[25] In response to the January 15, 2021 letter from GTG, Nahabedian stepped back and he disavowed any involvement in settlement negotiations or the drafting of any settlement documents.[26] On January 20, 2021, Nahabedian went further and withdrew his purported representation of Plaintiff.[27]

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[21] Nahabedian has also previously represented Defendants' affiliate (Kal-Mor-USA, LLC) in conjunction with MJA representing Defendants in multiple cases. *See e.g.* Case No.'s A-14-705587-C, A-16-730447-C.

[22] App Exh. 2-B, Bates No. OPP059

[23] *Id*.; Ciciliano Dec, App Exh. Bates No. OPP023, 1 at ¶ 5.

[24] Ciciliano Dec, App Exh. 2, Bates No. OPP023, at ¶ 5; App Exh. 2-C, Bates No. OPP065.

[25] App Exh. 2-D, Bates No. OPP072

[26] Supplement, at Exh. 1-I.

[27] App Exhibit 2-E, Bates No. OPP075. Despite being advised on January 15, 2021 that Plaintiff had counsel and that Plaintiff's manager did not authorize the representation/substitution, the January 20, 2021 termination letter was sent directly to Farkas and not copied to Plaintiff's manager, TGC Investor, or Plaintiff's counsel of record, GTG. Ciciliano Dec, App Exh. 2, Bates No. OPP023, at ¶ 7. Further, despite no substitution being finalized, Nahabedian communicated directly with Farkas via telephone and communicated with Farkas using Bloom as the conduit. (Farkas Dec, at ¶¶ 12-15) in violation of NRPC 4.2 (Communication with Person Represented by Counsel) and/or 4.3 (Dealing with Unrepresented Persons).

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E. Defendants, Bloom and their counsel MJA have schemed against Plaintiff by coercing Farkas into *ultra vires* actions, including executing the settlement agreement, not authorized by Plaintiff.

23. After receiving the Motion, GTG contacted Farkas, Plaintiff's member and former manager. Farkas explained the applicable facts, thereby establishing a scheme by Defendants, Bloom and their counsel to secure dismissal of the Judgment by coercing Farkas into executing documents without the benefit of counsel that purportedly bind Plaintiff, including the legal representation letter with Nahabedian, the form of substitution of counsel and the settlement agreement.[28]

24. Bloom threatened his brother-in-law, Farkas, stating that Defendants and Bloom's counsel, Joseph Gutierrez of MGA, would sue Farkas if he did not cooperate and sign the documents Bloom was providing him.[29]

25. Despite Farkas being a member and former manager of Plaintiff—and according to the Motion, Defendants, Bloom and their counsel thought he was still the manager of Plaintiff—Joe Gutierrez of MGA ("Gutierrez") communicated directly with Farkas in violation of NRPC 4.2.[30] In discussions, Gutierrez disclosed that MGA was owed millions of dollars in legal fees and the only way they foresaw recovering the fees is if this action was dismissed and Defendants were able to sell off an asset so MGA would collect a contingency fee.[31]

26. Bloom told Farkas that it was Gutierrez who recommended that Farkas retain Nahabedian to effectuate dismissal of the Judgment.[32]

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[28] Farkas consented to tape the conversation with Dylan Ciciliano, Esq., a transcript of which is attached to the App at Exhibit 2-A.

[29] Farkas Dec, App Exh. 1, Bates No. OPP003, at ¶ 9; Exh. 2-A at p. 13:10-21. The threat of adverse action is without any known basis in law or fact. Farkas' only duties relating to the Arb Award, Judgment and the Judgment's enforcement would be due to Plaintiff, not Defendants or Bloom.

[30] Farkas Dec, App Exh. 1, Bates No. OPP003, at ¶ 9; Exh. 2-A at p. 13:10-21, 18:1-25; Ciciliano Dec, at ¶ 10. Even if Gutierrez believed that Farkas was not represented by GTG in his individual capacity, the subject matter of the communications was not limited to Farkas' individual interests, but extended to Plaintiff's interest in the Judgment and its enforcement that should have included GTG.

[31] Exh. 2-A, at p. 18:13-25; Ciciliano Dec, App Exh. 2, Bates No. OPP023, at ¶ 8.

[32] Farkas Dec, App Exh. 1, Bates No. OPP003, at ¶ 10; Exh. 2-A at p. 17:8-14.

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27. On January 6, 2021, Bloom sent Farkas a number of documents to a UPS store by Farkas' house.[33] Bloom demanded that Farkas immediately sign the documents and have the UPS store scan the documents and send them back to Bloom.[34] Bloom promised Farkas that if he signed the documents it would absolve Farkas from being sued.[35]

28. Farkas did not review any of the documents sent by Bloom, let alone review them with counsel.[36]

29. In the documents that Bloom provided Farkas was an engagement letter for Nahabedian.[37] Farkas believed that if he signed the document, it just meant he would have his own legal counsel in the case that Farkas was sued as Bloom made him believe would happen.[38] Farkas did not read the engagement agreement and instead signed the last page and returned it to Bloom.[39] Critically, as Nahabedian's existing duties were to Bloom, Nahabedian did not actually have any communication with Farkas until after the engagement agreement was signed and there was no effort by him to explain his intended role or to obtain any informed consent to his representation or to disclose and obtain an informed waiver of Nahabedian's conflict with the concurrent representation of Bloom and former representation of Defendants and/or their affiliates.[40] The engagement letter calls for a $2,500 retainer that Farkas did not pay.[41] At no point did Farkas realize or intend to retain Nahabedian to represent Plaintiff, nor did he think he had the ability to hire or fire Plaintiff's counsel.[42]

30. Also included in the documents Bloom sent Farkas was the alleged settlement

[33] Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 11; Exh. 2-A, at p. 14:19-22.

[34] Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 11; Exh. 2-A, at pp. 13:22-25, 14:19-22.

[35] Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 11; Exh. 2-A at p. 10:9-13.

[36] Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶¶ 11-12; Exh. 2-A at p. 13:17-14:6.

[37] Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 12; Exh. 2- A at p. 15:1-22.

[38] Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 12; Exh. 2-A at p. 15:1-4.

[39] Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 12.

[40] Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 15.

[41] Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 14; Exh. 2-A at p. 26:25-27:4.

[42] Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶¶ 13-15.

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agreement.[43] Farkas did not participate in the drafting of the settlement agreement, did not review it before he signed it or have counsel review it with him.[44] Farkas signed the settlement agreement under duress, as he believed that he would be sued if he did not sign the document.[45] At no point did Farkas tell Bloom that he had the authority to sign the settlement agreement on behalf of Plaintiff or to act on Plaintiff's behalf.[46]

31. Bloom also presented Farkas with a January 6, 2021, letter from Farkas to GTG, terminating GTG as Plaintiff's counsel.[47] Farkas did not draft or participate in the drafting of the letter and he did not send the letter to GTG- it came from Nahabedian who presumably received it from Bloom.[48]

III.

LEGAL ARGUMENT

A. Neither the law nor equity permits the specific performance of the settlement agreement.

"A settlement agreement, which is a contract, is governed by principles of contract law." *Mack v. Estate of Mack*, 125 Nev. 80, 95, 206 P.3d 98, 108 (2009)(internal citations omitted). "As such, a settlement agreement will not be an enforceable contract unless there is "an offer and acceptance, meeting of the minds, and consideration.'" *Id.*

Because requests to enforce settlement agreements seek "specific performance," the actions are equitable in nature. *Park W. Companies, Inc. v. Amazon Constr. Corp.*, 473 P.3d 459 (Nev. 2020); *see also Calabi v. Gov't Emps. Ins. Co.*, 728 A.2d 206, 208 (Md. 1999) ("Because a settlement agreement is a type of contract, a motion by a party who is to be released from the adversary's claim that seeks to enforce the settlement agreement seeks a decree that the contract

[43] Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 16.

[44] Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 16; Exh. 2-A at p. 8:3-7.

[45] Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 16; Exh. 2-A at p. 13:17-14:6.

[46] Farkas Decl., App Exh. 1, Bates No. OPP005, at ¶ 17; Exh. 2-A at p. 10:20-25.

[47] Farkas Decl., App Exh. 1, Bates No. OPP005, at ¶ 19.

[48] Farkas Decl., App Exh. 1, Bates No. OPP005, at ¶ 19.

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be specifically performed.’’); *see also* 81A C.J.S. *Specific Performance* § 2 (2015) (“The remedy of specific performance is equitable in nature” and therefore “governed by equitable principles”). Moreover, “specific performance is available only when: “(1) the terms of the contract are definite and certain; (2) the remedy at law is inadequate; (3) the appellant has tendered performance; and (4) the court is willing to order [specific performance].” *Mayfield v. Koroghli*, 124 Nev. 343, 351, 184 P.3d 362, 367 (2008).

1. Defendants do not submit any admissible evidence that would substantiate the settlement agreement.

Importantly, the Motion is not supported by the declaration of any person with personal knowledge of the settlement agreement. The Motion is solely supported by the declaration of Jason R. Maier, Esq. of MGA (“Maier”), who is being proffered as Defendants’ sole witness. Conspicuously, Maier disclaims all direct knowledge of the execution or negotiation of the settlement agreement. (Motion at p. 2 (“My law firm did not have any involvement with the preparation or negotiation of the settlement agreement.”)). Likewise, the Motion fails to establish Farkas’ authority to bind Plaintiff. Instead, Maier’s naked musing in his declaration is that he “believes” Farkas had authority to settle the claims. Maier’s belief is completely irrelevant given his purported lack of involvement in the execution of the agreement. Mr. Maier’s declaration is not made on personal knowledge and therefore must be stricken. EDCR 2.20(c).

2. Farkas did not have actual authority to sign the settlement agreement.

“To bind a principal, an agent must have actual authority ... or apparent authority.” *Simmons Self-Storage v. Rib Roof, Inc.*, 130 Nev. 540, 549, 331 P.3d 850, 856 (2014) (citing *Dixon v. Thatcher*, 103 Nev., 414, 417, 742 P.2d 1029, 1031 (1987)). “An agent acts with actual authority when, at the time of taking action that has legal consequences for the principal, the agent reasonably believes, in accordance with the principal's manifestations to the agent, that the principal wishes the agent so to act,” Restatement (Third) of Agency § 2.01 (2006). When examining whether actual authority exists, we focus on an agent's reasonable belief. *Id.* § 2.02 & cmt. e (“Whether an agent's belief is reasonable is determined from the viewpoint of a reasonable person in the agent's situation under all of the circumstances of which the agent has

notice.").

It is undisputed that through Plaintiff's amended operating agreement, TGC Investor had "full, exclusive, and complete discretion, power and authority" . . . "to manage, control, administer and operate the business and affairs of the [Plaintiff]." (App Exh 3 at Bates OPP113, Amendment; Farkas Decl., App Exh 1, at ¶ 7). This expressly prevents Farkas from taking any action on behalf Plaintiff, and as a matter of law, he did not have actual legal authority as of September 17, 2020. (*See* Farkas Decl., App Exh. 1, at ¶8).

Moreover, there was no apparent authority. "An agent has apparent authority where the "principal holds his agent out as possessing or permits him to exercise or to represent himself as possessing" and "there must also be evidence of the principal's knowledge and acquiescence." *Simmons Self-Storage v. Rib Roof, Inc.*, 130 Nev. 540, 550, 331 P.3d 850, 857 (2014)(quoting *Ellis v. Nelson*, 68 Nev. 410, 418–19, 233 P.2d 1072, 1076 (1951)). Thus, "[a]pparent authority (when in excess of actual authority) proceeds on the theory of equitable estoppel; it is in effect an estoppel against the owner to deny agency when by his conduct he has clothed the agent with apparent authority to act." *Ellis v. Nelson*, 68 Nev. 410, 418–19, 233 P.2d 1072, 1076 (1951). Moreover, to be clothed with apparent authority, there "must also be evidence of the principal's knowledge and acquiescence in them." *Id*. There is no authority "simply because the party claiming has acted upon his conclusions." *Id*. There can only be apparent authority, "where a person of ordinary prudence, conversant with business usages and the nature of the particular business, acting in good faith, and giving heed not only to opposing inferences but also to all restrictions which are brought to his notice, would reasonably rely." *Id*. (noting that where inferences against the existence of apparent authority are as equally reasonable as those supporting it, a party may not rely on apparent authority).

Thus, "a party claiming apparent authority of an agent as a basis for contract formation must prove (1) that he subjectively believed that the agent had authority to act for the principal and (2) that his subjective belief in the agent's authority was objectively reasonable." *Great Am. Ins. Co. v. Gen. Builders, Inc.*, 113 Nev. 346, 352, 934 P.2d 257, 261 (1997). Reasonable reliance "is a necessary element." *Id.; Forrest Tr. v. Fid. Title Agency of Nevada, Inc.*, 281 P.3d 1173 (Nev.

2009); Moreover, "the party who claims reliance must not have closed his eyes to warnings or inconsistent circumstances." *Great Am. Ins. Co.*, 113 Nev. at 352, 934 P.2d at 261, *citing Tsouras v. Southwest Plumbing and Heating*, 94 Nev. 748, 751, 587 P.2d 1321, 1322 (1978). As the Supreme Court has explained, "the reasonable reliance requirement [] include[s] the performance of due diligence" to learn the voracity of representations. *In re Cay Clubs*, 130 Nev. 920, 932–33, 340 P.3d 563, 571–72 (2014).

Here, Farkas "informed Mr. Bloom that [he] no longer had any role in the management of Plaintiff." (Farkas Dec. at ¶ 8; Exh. 2-A at p. 11:2-18; p. 24:10-17). Thus, there can never be apparent authority. But even if he did not so inform Bloom, nothing suggests reasonable reliance by Defendants or that Plaintiff acquiesced to Farkas's actions. To the contrary, Defendants intentionally concealed the settlement agreement from Plaintiff and its counsel. On the evening of January 14, 2021, Nahabedian told GTG there was a settlement- the very first mention of a settlement, and as soon as it was discovered, it was immediately repudiated. (*See* Exh. 2-C at Bates OPP068, p. 3 (January 15, 2021 Email "For the avoidance of doubt . . . there has been no settlement."); Bates OPP069, p.4 (January 15, 2021, Email demanding settlement agreement)).

Defendants were also well aware that Plaintiff had counsel. Under normal circumstances, Defendants' counsel should have consulted with Plaintiff's counsel to discuss settlement options, and at the very least verify the authority of the person executing the settlement agreement to bind Plaintiff. There is no reason to go behind Plaintiff's counsel's back, but-for Defendants attempts to deny Plaintiff the benefit of counsel while Defendants, Bloom and their counsel were effectuating their scheme. There is absolutely no other explanation. And at the very least, the concealment from counsel is a glaring red flag that eliminates any argument of apparent authority.

In sum, there is absolutely no evidence of Plaintiff's acquiescence to Farkas' alleged authority. In fact, all of the evidence proves that Defendants were trying to pull a fast one, and Plaintiff has done everything to repudiate and prevent the wrongful action since discovery. If Farkas had authority to bind Plaintiff, there was no need for Defendants' counsel to threaten Farkas outside of the presence of Plaintiff's counsel. If Farkas had authority to bind Plaintiff, there was no need to conceal the settlement agreement from Plaintiff and Plaintiff's counsel until the filing

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of this Motion. If Farkas had authority to bind Plaintiff, there was no reason to pressure him into signing the settlement agreement before conferring with counsel. If Farkas had authority to bind Plaintiff, there was no reason to replace Plaintiff's counsel with Bloom's personal attorney. Parties attempting to enforce another's apparent authority do not need to lurk in the shadows and obtain agreements in secret. In fact, it is antithetical to the theory of apparent authority that the contract is intentionally and deliberately withheld from the principal and its counsel.

There is no explanation of apparent authority that would allow the perverse circumstances here. There is only evidence that would destroy any appearance of authority.

3. Defendants' illicit use of counsel renders any settlement agreement inequitable, such that it cannot be specifically enforced.

Assuming *arugendo* that Farkas could bind Plaintiff (which it could not), the law prohibits the *ex-parte* communications with Farkas by Bloom and his/Defendants' counsel due to potential abuse. NRPC 4.2 states that "a lawyer ***shall not*** communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized to do so by law or a court order." (emphasis added). "The purpose of the rule is generally regarded as twofold: first, it prevents lawyers from taking ***advantage of laypersons***, and second, it ***preserves the integrity*** of the attorney-client relationship." *In re Discipline of Schaefer*, 117 Nev. 496, 507, 25 P.3d 191, 199 (2001) (emphasis added).

The Nevada Supreme Court "has previously characterized as reprehensible the conduct of an attorney who engages in *ex parte* communications with an opposing party who is represented by counsel." *Cronin v. Eighth Judicial Dist. Court, In & For County of Clark*, 105 Nev. 635, 641, 781 P.2d 1150, 1153–54 (1989)(quoting *Holiday Inn v. Barnett*, 103 Nev. 60, 732 P.2d 1376 (1987)). In considering the disqualification of counsel based on *ex-parte* communications with the opposing party's control person, the Nevada Supreme Court considered whether there was "at least a reasonable possibility" that a specifically identifiable impropriety did occur" and "whether the likelihood of public suspicion or obloquy outweighs the social interests that would be served by [counsel]'s continued participation." *Cronin*, 105 Nev. at 641, 781 P.2d at 1153–54. Here,

Guitterez's direct communications with Farkas (who he knew was a former manager and member at the very least and is taking the position in the Motion that Farkas had actual or apparent control of Plaintiff) regarding the matters at issue while Plaintiff is known to be represented by counsel are highly irregular, inappropriate, and ultimately unethical.

Indeed, *ex-parte* communications with individuals having "positions giving them the authority to speak for and bind [a] corporation" are strictly prohibited. *Palmer v. Pioneer Inn Associates Ltd.*, 257 F.3d 999, 1001–02 (9th Cir. 2001), *certified question answered*, 118 Nev. 943, 59 P.3d 1237 (2002). The Nevada Supreme Court recognizes that "some of the organization's agents must be viewed as the equivalent of a "party" for the rule to have any effect." *Palmer v. Pioneer Inn Associates, Ltd.*, 118 Nev. 943, 948, 59 P.3d 1237, 1240 (2002). As such, it adopted a prohibition on *ex parte* communication with those persons "who have the legal authority to "bind" the corporation in a legal evidentiary sense, *i.e.*, those employees who have "speaking authority" for the corporation." *Id.* at 960, 59 P.3d at 1248. Thus, whether Farkas was represented or unrepresented in his personal capacity, Gutierrez's communications with him were prohibited and render any action taken by Farkas void given the concerted action by Gutierrez and his clients to take advantage of Farkas. *In re Discipline of Schaefer*, 117 Nev. at 507, 25 P.3d at 199.

Furthermore, Bloom's direct communications with Farkas are also prohibited under the circumstances. Bloom sent a settlement agreement on behalf of Defendants to Farkas, as well as a letter terminating Plaintiff's counsel. If neither MJA or Nahabedian did not draft the agreement as they profess, the drafting of a settlement agreement, especially on behalf of a third-party, is the practice of law and therefore cannot be undertaken by non-lawyers. *See in re Discipline of Lerner*, 124 Nev. at 1237-39, 197 P.3d at 1072-73 (2008). Despite MJA and Nahabedian professing no involvement in the drafting, the settlement agreement itself states that Defendants had the benefit of counsel. There is no evidence of which counsel drafted it. Notwithstanding the identity of any drafting counsel being concealed, while clients can directly communicate with one another, "a lawyer may not use a client or a third party to circumvent [NRPC] 4.2 by telling the client or third party what to say or "scripting" the communication with the represented adversary." *See* Legal Ethics Op. 1755 (2001) ("Thus, while a party is free on his own initiative to contact the opposing

party, a lawyer may not avoid the dictate of Rule 4.2 by directing his client to make contact with the opposing party."); LEO 233 (1974) (It is improper for an attorney to indirectly communicate with a party adverse to his client giving specific instructions to his client as to what communications to make, unless counsel for the adverse party agrees to such communication.). It is incredible for Defendants to argue that while their counsel was communicating directly with Farkas that they were not tacitly or expressly approving Bloom's attempt to secure Farkas' signature on the settlement agreement. In fact, the Motion seeking to enforce that signature is circumstantial evidence of MJA's advice and tacit approval.

And at the very least, Defendants' and Bloom's counsel (MJA and Nahabedian) was prohibited from obstructing or concealing the existence of the settlement agreement from Plaintiff's counsel, or assisting anyone, including Defendants and Bloom, from doing so. NRPC 3.4(a)(setting forth fairness to counsel). Upon learning of the settlement, Defendants' counsel should have immediately contacted Plaintiff's counsel; instead, they supported the effort to replace Plaintiff's counsel, refused to provide the settlement agreement to Plaintiff's counsel, and filed the Motion to enforce the settlement agreement with the Court that, if granted, would result in dismissal of the Judgment, on an order shortening time.

a. Nahabedian had an impermissible and non-waivable conflict.

There is no legal rule or maxim that allows an opposing party to dictate who the other side's counsel is going to be. And even if that were possible, it would never operate to allow Defendants to impose conflicted counsel to substitute in as Plaintiff's counsel. Notwithstanding, here, the unimpeachable record is that Bloom and Defendants are adverse to Plaintiff in this action. Nahabedian concurrently represents Bloom and has also previously represented Defendants' affiliated entity.

NRPC 1.7 states that "a lawyer ***shall not*** represent a client if the representation involves a concurrent conflict of interest." A conflict exists where "the representation of one client will be directly adverse to another client" or "there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer." NRPC 1.7(a)(1)-(2) (emphasis

added). Further, a lawyer is prohibited from participating in making any aggregate settlement of claims of or against the clients. NRPC 1.8(g). There is no circumstance in which Nahabedian could represent Plaintiff in an action adverse to Nahabedian's current client (Bloom).[49]

The clear reason is that Nahabedian can never be expected to provide Plaintiff with fair and competent legal counsel, which is certainly why Bloom and MGA facilitated Farkas hiring Nahabedian to represent Plaintiff. And as intended, Nahabedian immediately took actions to benefit Defendants and Bloom, as opposed to Plaintiff. Nahabedian purported to terminate Plaintiff's independent counsel and enforce a settlement agreement in order to dismiss this action, despite the fact that Farkas did not control Plaintiff. Nahabedian's participation violates most ethical rules governing conflicts. As such, his involvement in the scheme so taints the settlement agreement, such that it can never be enforced.

4. The settlement agreement is unenforceable on its face.

As set forth above, settlement agreements require an offer, acceptance, meeting of the minds and consideration. *Mack*, 125 Nev. at 95, 206 P.3d at 108.

a. There was no acceptance or meeting of the minds.

"A meeting of the minds exists when the parties have agreed upon the contract's essential terms." *Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev. 371, 378, 283 P.3d 250, 255 (2012). It is undisputable that neither Plaintiff, nor its manager, nor its counsel saw or reviewed the settlement agreement. Thus, there was no acceptance or meeting of the minds. Moreover, even if Farkas had authority to sign the settlement agreement (he did not), he provided sworn testimony that he did not read or understand the contents of the settlement agreement. Under these circumstances, especially where Defendants intentionally circumvented Plaintiff and Plaintiff's counsel, and there was no effort to confirm Farkas' authority to act on behalf of Plaintiff, there was no meeting of the minds.

/ / /

[49] Further, Nahabedian clearly failed to comply with NRPC 1.13(f) (requiring a lawyer to explain the identity of the client to the constituent and reasonably attempt to ensure that the constituent realizes the lawyer's client is the organization rather than the individual).

b. Farkas was coerced into signing the settlement agreement.

Duress is a valid basis to set aside a contract or avoid specific performance. *Kaur v. Singh*, 136 Nev. Adv. Op. 77, 477 P.3d 358, 362 (2020); *Levy v. Levy*, 96 Nev. 902, 903–04, 620 P.2d 860, 861 (1980)(recognizing duress as a basis to set aside a settlement). "The coercion or duress exception applies when "(1) ... one side involuntarily accepted the terms of another; (2) ... circumstances permitted no other alternative; and (3) ... circumstances were the result of coercive acts of the opposite party." *Nevada Ass'n Servs., Inc. v. Eighth Jud. Dist. Ct.*, 130 Nev. 949, 956, 338 P.3d 1250, 1255 (2014).).

An improper threat can exist when a party is threatened with civil action, especially when there are circumstances of emotional consequences. Restatement (Second) of Contracts § 175, cmt. b (1981). It is clear that "a party's manifestation of assent is induced by duress if the duress substantially contributes to his decision to manifest his assent. Id., cmt. C. "The test is subjective and the question is, did the threat actually induce assent on the part of the person claiming to be the victim of duress." *Id.* In making the determination, courts consider, "the age, background and relationship of the parties" and the rule is designed to protect "persons of a weak or cowardly nature." *Id.*; *see also Schmidt v. Merriweather*, 82 Nev. 372, 376, 418 P.2d 991, 993 (1966).

Moreover, a threat is improper if "what is threatened is the use of civil process and the threat is made in bad faith**."** Restatement (Second) of Contracts § 176 (1)(c). Accordingly, when evaluating duress, bad faith of one party is relevant as to another party's capacity to contract. *Barbara Ann Hollier Tr. v. Shack*, 131 Nev. 582, 587, 356 P.3d 1085, 1088 (2015); Restatement (Second) of Contracts § 205 cmt. c (1981) ("Bad faith in negotiation, although not within the scope of [the implied covenant of good faith and fair dealing], may be subject to sanctions. Particular forms of bad faith in bargaining are the subjects of rules as to capacity to contract, mutual assent and consideration and of rules as to invalidating causes such as fraud and duress.")

Here, Farkas sets forth in his declaration that he was threatened with civil action if he did not sign the settlement agreement and other documents provided to him by Bloom, his family member. (Farkas Dec, Bates OPP003-OPP005, at ¶¶ 7-17). Farkas felt that he had no choice but to sign any document that Bloom put in front of him. As such, Farkas did not review or negotiate

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the agreement, he simply signed it. He did so knowing that he did not have the authority to bind Plaintiff and without the intent to bind Plaintiff. Accordingly, he involuntarily accepted the agreement because he believed he had no other choice—which is completely subjective.

Furthermore, as discussed above, the NRPC prohibit *ex parte* communications because an attorney (Gutierrez and Nahabedian) can take advantage of a layperson (Farkas). *In re Discipline of Schaefer*, 117 Nev. at 507, 25 P.3d at 199. This is especially disconcerting when that *ex parte* communication is in line with threats from Farkas' family member and the client of the attorneys (Gutierrez and Nahabedian). The result is an emotional tinderbox that Court's recognize amounts to duress that excuses the specific performance of an agreement. Plainly, Defendants were only able to procure Farkas' signature through duress, such that enforcement of the settlement agreement against the innocent Plaintiff would be inequitable.

c. There was inadequate consideration for the settlement agreement.

Additionally, "[a] release may be rescinded if obtained by ... inadequate consideration." *Oh v. Wilson*, 112 Nev. 38, 41–42, 910 P.2d 276, 278–79 (1996). "Gross inadequacy of consideration *may be relevant* to issues of capacity, fraud and the like . . . ." *Id*. citing Restatement (Second) of Contracts § 79 cmt. c (1979) (emphasis added). "Inadequacy "such as shocks the conscience" is often said to be a "badge of fraud," justifying a denial of specific performance. Inadequacy may also help to justify rescission or cancellation on the ground of lack of capacity, mistake, misrepresentation, duress or undue influence." *Id.*

Defendants did not actually provide consideration for the settlement agreement. In fact, they simply repeated an obligation that Defendants contend they already had. Here, the settlement agreement provides that Plaintiff will forego its records request and award of attorneys' fees and in exchange "***if*** Defendants sell a [$2,211,039,718.46 judgment in Defendants' favor] that Defendants will pay Plaintiff $1,000,000 plus 6% interest." (emphasis added). Importantly, the $1,000,000 represents Plaintiff's investment in Defendant. In other words, Plaintiff will purportedly recover its investment through the sale of the Judgment (assuming the sale is even real).

While it may appear to be consideration, the Court must consider that Defendants contend

that an agreement already exists to pay Plaintiff $1,500,000 per percentage membership interest upon the sale of the same judgment. (Supplemental Declaration of Jay Bloom in Support of Respondents' Arbitration Brief, App Exh 4, ¶¶ 5-7, 16).[50] Accordingly, Plaintiff actually loses its right to recover documents and fees, as well as its contractual right to recover more from the sale of the asset, in exchange for an amount of money that Defendants contend that it was already obligated to pay. Accordingly, the settlement agreement did not actually provide Plaintiff with any consideration that it did not already have and in fact, according to Bloom, provides less consideration. Accordingly, the settlement agreement's consideration is illusory.

Further, per Defendants' Operating Agreement (they are materially identical), Plaintiff is entitled to pro rata distributions. (APP Exh. 5, at OPP202, at Article V). Accordingly, if Defendants collect on their $2,211,039,718.46 judgment, Plaintiff stands to collect up to $66,331,191.55, and if Defendants sell the judgment for $48,000,000, Plaintiff will collect $1,440,000.00. Once again, the settlement agreement does not provide any consideration aside from what Plaintiff is already entitled to recover.

Accordingly, the settlement agreement was not actually supported by consideration, as Defendants contend that they had a prior obligation to provide the same or greater consideration for Plaintiff's shares. Thus, the settlement agreement and it is not enforceable.

B. <u>The Court must sanction Defendants, Bloom and their counsel.</u>

NRS 7.085(1) requires an attorney who files a proceeding not "warranted by existing law" or "unreasonably and vexatiously" prolongs proceeding to pay the costs, expenses, and attorneys' fees incurred because of the improper conduct. Notably, Nevada courts are required to "liberally construe the provisions of this section in favor of awarding costs, expenses and attorney's fees." NRS 7.085(2). Likewise, EDCR 7.60(b) provides that the Court may impose sanctions, including attorneys' fees, when a party presents a motion to the Court which is "obviously frivolous,

[50] Plaintiff obtained a 3% membership interest in Defendants, in exchange for its $1,000,000 investment and sweat equity. App Exh 4, OPP147. Under a form of Membership Interest Redemption Agreement, Plaintiff is entitled to $1,500,000 "per percentage of Membership Interest," or $4,500,000. (See *id.* at App Exh 4, OPP151 "Redemptions will be paid on a best efforts basis, and paid out, each redemption in full, based on cash collected pursuant to the judgment by the outside litigation and collection team.").

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unnecessary or unwarranted."

Here, the stated purpose of the Motion is to delay post-judgment discovery to allow Defendants to sell their asset. The settlement agreement was also the basis for Defendants' opposition to the OSC and corresponding obligation to comply with the Judgment. It is patently clear that for justice to prevail here, not only should the Motion be denied, but the Court should order Defendants, Bloom, and their counsel pay all fees and costs incurred in opposing the Motion.

IV

CONCLUSION

Plaintiff requests that the Court deny the Motion, strike the declaration of Jason Maier, and enter an award of sanctions in favor of Plaintiff and against Defendants, Bloom, and their counsel.

DATED this 26th day of January, 2021.

GARMAN TURNER GORDON LLP

/s/ Erika Pike Turner
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CERTIFICATE OF SERVICE

The undersigned, hereby certifies that on the 26th day of January, 2021, he served a copy of the **OPPOSITION TO DEFENDANTS' MOTION TO ENFORCE SETTLEMENT AND VACATE POST-JUDGMENT DISCOVERY PROCEEDINGS; AND COUNTERMOTION 1) TO STRIKE THE AFFIDAVIT OF JASON MAIER, AND 2) FOR SANCTIONS**, by electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve system addressed to:

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Danielle J. Barraza, Esq.
MAIER GUTIERREZ & ASSOCIATES
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Email: jag@mgalaw.com
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Attorneys for Defendants

/s/ Max Erwin
An Employee of
GARMAN TURNER GORDON LLP

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DISTRICT COURT

CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC, Plaintiff, vs. FIRST 100, LLC, a Nevada Limited Liability Company; FIRST ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company aka 1st ONE HUNDRED HOLDINGS LLC, a Nevada Limited Liability Company, Defendants.	CASE NO. A-20-822273-C DEPT. 13 **ORDER GRANTING PLAINTIFF'S MOTION FOR ATTORNEYS' FEES AND COSTS**

ORDER GRANTING PLAINTIFF'S MOTION FOR ATTORNEYS' FEES AND COSTS

On November 17, 2020, Plaintiff TGC/FARKAS FUNDING, LLC ("Plaintiff") filed its *Motion for Attorneys' Fees and Cost* (the "Motion"). Defendants FIRST 100, LLC and FIRST ONE HUNDRED HOLDINGS, LLC aka 1st ONE HUNDRED HOLDINGS LLC ("Defendants") filed their *Opposition to Plaintiff's Motion for Attorneys' Fees and Costs* (the "Opposition") on November 24, 2020, and Plaintiff filed its *Reply in Support of Motion for Attorneys' Fees and Cost* (the "Reply") on December 14, 2020. On December 21, 2020, the matter was heard. The Court, having considered the Motion, the Opposition, and the Reply, as well as any attached exhibits, and the oral argument of counsel, finds and orders as follows:

Under NRS 38.243(3), a district court may, "[o]n application of a prevailing party to a contested judicial proceeding under NRS 38.239, 38.241 or 38.242, ... add reasonable attorney[ ] fees and other reasonable expenses of litigation incurred ... after the [arbitration] award is made to

a judgment confirming... an award." *Artemis Expl. Co. v. Ruby Lake Estates Homeowner's Ass'n*, 464 P.3d 124 (Nev. 2020).

Plaintiff moved to confirm an arbitration award on October 1, 2020. (*See* Motion to Confirm Arbitration Award, on file herein). Defendants filed a limited opposition to the Motion to Confirm Arbitration Award and requested that the Court modify the award per NRS 38.242. (*See* Defendants' Limited Opposition to Motion to Confirm Arbitration Award and Countermotion to Modify Award per NRS 38.252 (the "Countermotion to Modify"), on file herein). The Countermotion to Modify created a contested judicial proceeding pursuant to NRS 38.243(3). The Court therefore elects to award Plaintiff its fees and costs.

While the trial court has discretion to determine the reasonable amount of attorney fees, the court must evaluate the factors set forth in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), the "*Brunzell* factors." *See Miller v. Wilfong*, 121 Nev. 619, 623, 119 P.3d 727, 730 (2005); *see also Shuette v. Beazer Homes Holdings Corp.*, 121 Nev. 837, 864-65, 124 P.3d 530, 548-49 (2005). Upon review of the Motion and exhibits, including the declaration of Plaintiff's counsel, the Court finds that the *Brunzell* factors were met.

The Court finds that the hourly rates are justified based on the amount of time spend, the quality of the advocate, the result obtained, and the rates themselves.

The Court further finds that GTG's billing records were sufficiently detailed to permit the Court to evaluate the reasonableness of the billing entries. GTG billed in tenth-of-an-hour increments and there was no block billing. Moreover, GTG assigned simpler tasks to attorneys with lower billing rates to decrease the overall blended rate. As such, the fees sought where reasonable.

The Court further finds that all of Plaintiff's costs were allowable under NRS 18.005(1).

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IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff's Motion for Attorneys' Fees and Costs is hereby GRANTED and that Plaintiff is award JUDGMENT against Defendants, jointly and severally, in the amount of NINE THOUSAND and SIXTY DOLLARS and TWENTY CENTS ($9,060.20), comprised of $8,447.00 in attorneys' fees and $613.20 in costs, which bears interest from the date entry of judgment until paid in full at the statutory rate, as set forth in NRS 17.130, which at the time of this order is 5.25%, or $1.30 per day.

IT IS SO ORDERED this 27th day of January, 2021.

DISTRICT COURT JUDGE

Respectfully submitted:

GARMAN TURNER GORDON LLP

/s/ Dylan T. Ciciliano
Erika Pike Turner, Esq., Bar No. 6454
Dylan T. Ciciliano, Esq., Bar. No. 12348
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Reviewed and disapproved:

MAIER GUTIERREZ &ASSOCIATES

DISAPPROVED
Joseph A. Gutierrez, Esq., Bar No. 9046
Danielle J. Barraza, Esq., Bar No. 13822
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Attorneys for Defendants First 100, LLC and 1st One Hundred Holdings, LLC

From: Danielle Barraza <djb@mgalaw.com>
Sent: Monday, January 25, 2021 1:03 PM
To: Dylan Ciciliano
Cc: Max Erwin; Jason Maier; Joseph Gutierrez; Erika Turner
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

We cannot approve, as we are not providing authorization to affix our signature to any orders while the motion to enforce settlement is still pending.

Danielle J. Barraza | Associate
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From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Monday, January 25, 2021 12:43 PM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; Erika Turner <eturner@Gtg.legal>
Subject: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Department 13 requested that we obtain your approval or disapproval for the attached order. Previously, you had stated that you "didn't see any substantive issues with the proposed order." May we affix your e-signature.

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

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DISTRICT COURT

CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC, Plaintiff, vs. FIRST 100, LLC, a Nevada Limited Liability Company; FIRST ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company aka 1st ONE HUNDRED HOLDINGS LLC, a Nevada Limited Liability Company, Defendants.	CASE NO. A-20-822273-C DEPT. 13 **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION FOR ATTORNEYS' FEES AND COSTS**

NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION FOR ATTORNEYS' FEES AND COSTS

PLEASE TAKE NOTICE that an *Order Granting Plaintiff's Motion for Attorneys' Fees and Costs*, a copy of which is attached hereto, was entered in the above-captioned case on the 27th day of January, 2021.

DATED this 27th day of January, 2021.

GARMAN TURNER GORDON LLP

/s/ Erika Pike Turner
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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned, hereby certifies that on the 27th day of January, 2021, he served a copy of the **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION FOR ATTORNEYS' FEES AND COSTS**, by electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve system addressed to:

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/s/ Max Erwin
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DISTRICT COURT

CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC, Plaintiff, vs. FIRST 100, LLC, a Nevada Limited Liability Company; FIRST ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company aka 1st ONE HUNDRED HOLDINGS LLC, a Nevada Limited Liability Company, Defendants.	CASE NO. A-20-822273-C DEPT. 13 **ORDER GRANTING PLAINTIFF'S MOTION FOR ATTORNEYS' FEES AND COSTS**

ORDER GRANTING PLAINTIFF'S MOTION FOR ATTORNEYS' FEES AND COSTS

On November 17, 2020, Plaintiff TGC/FARKAS FUNDING, LLC ("Plaintiff") filed its *Motion for Attorneys' Fees and Cost* (the "Motion"). Defendants FIRST 100, LLC and FIRST ONE HUNDRED HOLDINGS, LLC aka 1st ONE HUNDRED HOLDINGS LLC ("Defendants") filed their *Opposition to Plaintiff's Motion for Attorneys' Fees and Costs* (the "Opposition") on November 24, 2020, and Plaintiff filed its *Reply in Support of Motion for Attorneys' Fees and Cost* (the "Reply") on December 14, 2020. On December 21, 2020, the matter was heard. The Court, having considered the Motion, the Opposition, and the Reply, as well as any attached exhibits, and the oral argument of counsel, finds and orders as follows:

Under NRS 38.243(3), a district court may, "[o]n application of a prevailing party to a contested judicial proceeding under NRS 38.239, 38.241 or 38.242, ... add reasonable attorney[ ] fees and other reasonable expenses of litigation incurred ... after the [arbitration] award is made to

a judgment confirming... an award." *Artemis Expl. Co. v. Ruby Lake Estates Homeowner's Ass'n*, 464 P.3d 124 (Nev. 2020).

Plaintiff moved to confirm an arbitration award on October 1, 2020. (*See* Motion to Confirm Arbitration Award, on file herein). Defendants filed a limited opposition to the Motion to Confirm Arbitration Award and requested that the Court modify the award per NRS 38.242. (*See* Defendants' Limited Opposition to Motion to Confirm Arbitration Award and Countermotion to Modify Award per NRS 38.252 (the "Countermotion to Modify"), on file herein). The Countermotion to Modify created a contested judicial proceeding pursuant to NRS 38.243(3). The Court therefore elects to award Plaintiff its fees and costs.

While the trial court has discretion to determine the reasonable amount of attorney fees, the court must evaluate the factors set forth in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), the "*Brunzell* factors." *See Miller v. Wilfong*, 121 Nev. 619, 623, 119 P.3d 727, 730 (2005); *see also Shuette v. Beazer Homes Holdings Corp.*, 121 Nev. 837, 864-65, 124 P.3d 530, 548-49 (2005). Upon review of the Motion and exhibits, including the declaration of Plaintiff's counsel, the Court finds that the *Brunzell* factors were met.

The Court finds that the hourly rates are justified based on the amount of time spend, the quality of the advocate, the result obtained, and the rates themselves.

The Court further finds that GTG's billing records were sufficiently detailed to permit the Court to evaluate the reasonableness of the billing entries. GTG billed in tenth-of-an-hour increments and there was no block billing. Moreover, GTG assigned simpler tasks to attorneys with lower billing rates to decrease the overall blended rate. As such, the fees sought where reasonable.

The Court further finds that all of Plaintiff's costs were allowable under NRS 18.005(1).

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Garman Turner Gordon LLP
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IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff's Motion for Attorneys' Fees and Costs is hereby GRANTED and that Plaintiff is award JUDGMENT against Defendants, jointly and severally, in the amount of NINE THOUSAND and SIXTY DOLLARS and TWENTY CENTS ($9,060.20), comprised of $8,447.00 in attorneys' fees and $613.20 in costs, which bears interest from the date entry of judgment until paid in full at the statutory rate, as set forth in NRS 17.130, which at the time of this order is 5.25%, or $1.30 per day.

IT IS SO ORDERED this 27th day of January, 2021.

DISTRICT COURT JUDGE

Respectfully submitted:

GARMAN TURNER GORDON LLP

/s/ Dylan T. Ciciliano
Erika Pike Turner, Esq., Bar No. 6454
Dylan T. Ciciliano, Esq., Bar. No. 12348
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Reviewed and disapproved:

MAIER GUTIERREZ &ASSOCIATES

DISAPPROVED
Joseph A. Gutierrez, Esq., Bar No. 9046
Danielle J. Barraza, Esq., Bar No. 13822
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Attorneys for Defendants First 100, LLC and 1st One Hundred Holdings, LLC

From: Danielle Barraza <djb@mgalaw.com>
Sent: Monday, January 25, 2021 1:03 PM
To: Dylan Ciciliano
Cc: Max Erwin; Jason Maier; Joseph Gutierrez; Erika Turner
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

We cannot approve, as we are not providing authorization to affix our signature to any orders while the motion to enforce settlement is still pending.

Danielle J. Barraza | Associate
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From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Monday, January 25, 2021 12:43 PM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; Erika Turner <eturner@Gtg.legal>
Subject: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Department 13 requested that we obtain your approval or disapproval for the attached order. Previously, you had stated that you "didn't see any substantive issues with the proposed order." May we affix your e-signature.

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

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1/27/2021 9:01 PM
Steven D. Grierson
CLERK OF THE COURT

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Attorneys for Defendants First 100, LLC and 1st One Hundred Holdings, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC, Plaintiff, vs. FIRST 100, LLC, a Nevada limited liability company; 1st ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company, Defendants.	Case No: A-20-822273-C Dept. No.: XIII **DEFENDANTS' REPLY IN SUPPORT OF MOTION TO ENFORCE SETTLEMENT AGREEMENT AND VACATE POST-JUDGMENT DISCOVERY PROCEEDINGS AND OPPOSITION TO COUNTERMOTION TO STRIKE THE AFFIDAVIT OF JASON MAIER AND OPPOSITION TO COUNTERMOTION FOR SANCTIONS** **Hearing Date: January 28, 2021** **Hearing Time: 9:00 a.m.**

Defendants First 100, LLC and 1st One Hundred Holdings, LLC (collectively "First 100"), by and through their attorneys of record, the law firm MAIER GUTIERREZ & ASSOCIATES, hereby submit this reply in support of their motion to enforce settlement agreement and vacate post-judgment discovery proceedings, and this opposition to plaintiff TGC/Farkas Funding, LLC's countermotion to strike the affidavit of Jason Maier and for sanctions.

This reply is based on the following Memorandum of Points and Authorities, the exhibits

attached hereto, and any oral argument entertained at the hearing on the motion.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This matter has settled. Authorized representatives of both TGC/Farkas Funding, LLC and First 100 have executed a settlement agreement which resolves the dispute and specifically states that First 100 will repay TGC/Farkas Funding, LLC the entirety of TGC/Farkas Funding, LLC's $1,000,000 investment plus 6% interest in return for dismissal of this action. *See* Mot. to Enforce Settlement at Ex. A.

As First 100 is willing to testify, the parties resolved this dispute between themselves without the involvement of attorneys, which was permitted under Cmt. 4 to Model Rule 4.2. This was a logical and predictable development, as Jay Bloom of First 100 and Matthew Farkas of TGC/Farkas Funding, LLC are family members.

The scorched-earth manner in which TGC/Farkas Funding, LLC's claimed counsel Garman Turner Gordon has reacted after not being involved in the settlement process (from accusing First 100 and its counsel of engaging in a "fraud upon the Court," to strong-arming Matthew Farkas into participating in a recorded phone call where Dylan Ciciliano, Esq. of Garman Turner Gordon blatantly misrepresented that the settlement would somehow "extinguish" the $1,000,000 investment, to personally showing up at Mr. Farkas' home on a Saturday morning and forcing him to sign the latest January 23, 2021 declaration under duress) goes far beyond the role of counsel advocating for a client.

Further, going so far as to accuse First 100's counsel of being involved in a "settlement scheme" is nothing more than libelous accusations designed to distract from the real issues. There was no scheme. First 100's counsel had no knowledge that any settlement was negotiated until after counsel received a copy of the settlement agreement (which First 100's counsel had no role in preparing). Naturally, there are no grounds to sanction First 100's counsel for filing a motion to enforce settlement, which included an affidavit from Jason R. Maier, Esq. solely for purposes of obtaining an order shortening time on the motion.

To be clear, this motion to enforce settlement was filed as a last resort after TGC/Farkas Funding, LLC's claimed counsel Garman Turner Gordon failed to provide clarity as to why a member

of TGC/Farkas Funding, LLC executed a settlement agreement and a substitution of counsel. Garman Turner Gordon's conclusory claim that there has been "no settlement," without providing any details as to why its client executed a settlement agreement, along with its steadfast insistence on continuing to conduct aggressive discovery on TGC/Farkas, Funding, LLC's nominal judgment as if no settlement had been negotiated, forced First 100 to file a motion to enforce settlement to have the Court adjudicate these issues.

It now appears that an evidentiary hearing is in order, as First 100 has serious concerns as to the underhanded tactics Garman Turner Gordon has employed in inducing Matthew Farkas to execute various declarations which go against the settlement agreement he executed. First 100 is also appalled that Garman Turner Gordon lied to Mr. Farkas on a recorded call and claimed that his actions in settling with First 100 somehow "extinguished" the $1,000,000 investment that TGC/Farkas Funding, LLC is owed. This misrepresentation clearly angered Mr. Farkas and got him to backtrack on his actions in executing the settlement agreement – clear fraudulent inducement caught on a recording.

This Court should grant the motion to enforce settlement, or in the alternative set this matter for an evidentiary hearing so that testimony may be taken from all involved, which at this point may have to include Mr. Ciciliano of Garman Turner Gordon, as he made himself a witness by deciding to misrepresent the terms of the settlement agreement to Mr. Farkas, and the motives for doing so need to be investigated.

II. PLAINTIFF'S "STATEMENT OF RELEVANT FACTS" IS REPLETE WITH ERRORS AND SPECULATION

Plaintiff TGC/Farkas Funding, LLC's "Statement of Relevant Facts" section in its opposition needs to be addressed, as there are numerous misstatements and at some points outright falsities.

First, all facts asserted by TGC/Farkas Funding, LLC which rely on "declarations" or corporate documents purportedly voluntarily executed by Matthew Farkas (which is the vast majority of facts set forth in the opposition) should be disregarded until this Court has had the opportunity to hear testimony directly from Mr. Farkas. It is First 100's understanding that Mr. Farkas, who has a history of heart problems, has been frequently harassed by TGC/Farkas Funding, LLC's claimed counsel Garman Turner Gordon, and forced to sign off on declarations and other corporate documents

to his own detriment. This includes the purported "amendment" to the TGC/Farkas Funding, LLC Operating Agreement from September 2020 which ended up shoved in front of Mr. Farkas immediately after the Arbitration Award was released, in order to preclude Mr. Farkas from having any control over the aggressive manner in which Garman Turner Gordon planned on collecting on the nominal judgment against First 100.

The evidence reveals that Mr. Farkas never wanted Garman Turner Gordon to initiate litigation against First 100 to begin with, but Garman Turner Gordon went rogue anyway in violation of its engagement letter and took a simple matter involving the review of company documents all the way through an expensive arbitration. *See* Mot. to Enforce Settlement Agreement at Ex. B (Mr. Farkas' handwritten addition to the engagement letter states that "this matter shall not include litigation against First 100, LLC.").

As such, it would be inappropriate for the Court to make any decisions at this point based on Matthew Farkas-executed declarations or corporate documents that were originally drafted by Garman Turner Gordon, or that Garman Turner Gordon had a role in obtaining Mr. Farkas' signature on, as there is an obvious undercurrent of coercion that needs to be explored before determining the legitimacy of any of those documents.

Next, paragraph 11 of Plaintiff's "statement of relevant facts" is not a fact but rather a legal claim that "even if the Court were to enforce the settlement agreement, Plaintiff would still be entitled to inspect Defendants[']s books and records," which is not supported by any applicable authority. The settlement agreement indicates that upon execution, TGC/Farkas Funding will dismiss with prejudice the entire action, "including the arbitration award and all related motions and actions pending in the District Court." Mot. to Enforce Settlement Agreement at Ex. A. TGC/Farkas Funding, LLC's request to inspect First 100's books and records was the sole issue adjudicated in the arbitration, so of course enforcing the settlement agreement would close the book in TGC/Farkas being able to re-argue this issue. The case law cited in the opposition with respect to the doctrine of collateral estoppel applying in the arbitration context has no application here, as this is not a case of the parties trying to adjudicate the same legal issue but rather a case of the parties negotiating a settlement and resolving the issue. *See Int'l Ass'n of Firefighters, Local 1285 v. City of Las Vegas*, 107 Nev. 906, 911, 823

P.2d 877, 880 (1991). As such, collateral estoppel or res judicata arguments have no relevancy to this motion to enforce a settlement agreement.

Paragraphs 12-16 of Plaintiff's "statement of relevant facts" accuse First 100 of attempting to interfere with Plaintiffs' judgment enforcement efforts. First 100 has done no such thing. First 100 simply has no ability to make corporate documents available to TGC/Farkas Funding, LLC for inspection and copying without retaining an accountant, which it does not have the funds to accomplish.

The Nevada Legislature planned for such a situation occurring, which is why NRS 86.243(3) exists, which states that the "district court may . . . order the company to furnish the demanding member or manager the records . . . on the condition that the demanding member or manager first pay to the company the reasonable cost of obtaining and furnishing such records and on such other conditions as the district court deems appropriate." First 100 is not willfully avoiding any Court order, which prevents the Court from sanctioning First 100 for not having the money to comply. *See Finkelman v. Clover Jewelers Boulevard, Inc.*, 91 Nev. 146, 147, 532 P.2d 608, 609 (1975). ("The general rule in the imposing of sanctions is that they be applied only in extreme circumstances where willful noncompliance of a court's order is shown by the record.").

First 100 has maintained that if TGC/Farkas Funding, LLC is willing to pay for the up-front costs associated with collecting, organizing, and providing First 100's corporate records for review and inspection, then First 100 would be able to comply with the order. While the settlement resolved these issues, it certainly did not "interfere" with anything, as settlement or not, First 100 has no funds to retain an accountant to provide the documents TGC/Farkas Funding, LLC is seeking.

Further, paragraph 16 of Plaintiff's "statement of relevant facts" falsely states that "Instead of responding to the discovery requests, Defendants, Bloom[,] and MGA objected and otherwise refused to provide responses or attend depositions/examinations." In reality, First 100's counsel MGA *did* provide substantive responses to the subpoena it received – TGC/Farkas Funding, LLC's claimed counsel Garman Turner Gordon just did not like the responses. MGA was then in the process of complying with 2.34 responsibilities when the case settled. Likewise, First 100 objected to the discovery requests because the parties had already settled the matter by the time such responses were

due. *See* **Exhibit A**, 1/19/2021 Correspondence to Garman Turner Gordon. And non-party Jay Bloom objected to the discovery requests because he has zero liability in this matter which involves a judgment against First 100, not Jay Bloom personally, and all discovery requests propounded to Jay Bloom could have and should have been propounded to First 100. *See* **Exhibit B**, Bloom Objection to Subpoena.

There is simply no reason to move forward with post-judgment discovery if that judgment has been extinguished by a settlement agreement, as is the case here.

Paragraph 17 of Plaintiff's "statement of relevant facts" falsely states that "When Defendants, Bloom, and MGA were creating excuses for not responding to post-judgment discovery, they knew of the existence of the alleged settlement agreement, dated January 6, 2021, yet the settlement was not produced to Plaintiff until the motion was filed." This is inaccurate. As stated in Mr. Maier's affidavit enclosed in the motion to enforce settlement, First 100's counsel was not aware of a settlement until it received a copy of the settlement on January 7, 2021. Of course First 100's counsel was engaged in communicating with Garman Turner Gordon on January 6, 2021 and even during the day on January 7, 2021 regarding discovery disputes because at that point First 100's counsel had no knowledge of any settlement agreement. The truth is far less interesting than TGC/Farkas Funding, LLC's claims of a diabolical "scheme" as put forth in the opposition.

Paragraph 25 of Plaintiff's "statement of relevant facts" claims that Joseph Gutierrez of MGA "communicated directly with Farkas in violation of NRPC." This is another lie that actually is refuted by the January 23, 2021 declaration that Garman Turner Gordon drafted for Mr. Farkas to sign on a Saturday morning. *See* Opp. at Ex. 1.

Mr. Farkas' declaration clarifies that it was Mr. Farkas calling Mr. Gutierrez, not the other way around (which TGC/Farkas Funding, LLC egregiously leaves out since it doesn't fit their narrative of MGA "scheming" a settlement). Further the transcript of Mr. Farkas' January 21, 2021 recorded call with Mr. Ciciliano of Garman Turner Gordon indicates that Mr. Gutierrez merely clarified he is counsel for First 100 and acts in that capacity. There was no violation of NRPC 4.2, which prohibits a lawyer from "communicat[ing] **about the subject of the representation** with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the

consent of the other lawyer or is authorized to do so by law or a court order." (emphasis added). Mr. Farkas has not alleged that Mr. Gutierrez spoke to him about the subject of this litigation or attempted to get Mr. Farkas to sign anything or settle the case with First 100 during the call that Mr. Farkas initiated to Mr. Gutierrez. Again, as much as TGC/Farkas Funding, LLC wants to expose some "scheme," there simply was none, and certainly not with respect to a call that Mr. Farkas (in his individual capacity) initiated to Mr. Gutierrez. It was not Mr. Gutierrez who personally went to Mr. Farkas' house on the morning of Saturday, January 23, 2021 and tried to coerce Mr. Farkas into signing documents – that was Garman Turner Gordon.

Paragraph 28 of Plaintiff's "statement of relevant facts" claims that Mr. Farkas did not review any of the settlement documents, let alone review them with counsel." Respectfully, even if that is true, First 100 had no role in Mr. Farkas apparently deviating from his obligations to substantively review a settlement document. First 100 reasonably relied upon Mr. Farkas' affirmative representation that the settlement agreement he signed on behalf of TGC/Farkas Funding, LLC "represents the entire understanding of the Parties." Mot. to Enforce Settlement at Ex. A. Mr. Farkas was not required to show the settlement agreement to TGC/Farkas' Funding, LLC's counsel before executing it. Crucially, attorney approval was never a condition to the enforceability of the agreement, which would have been a material term. *See In re Marriage of Hasso*, 229 Cal. App. 3d 1174, 1181, 280 Cal. Rptr. 919, 923 (Ct. App. 1991), *reh'g denied and opinion modified* (May 30, 1991) ("the agreement contains no language that it is 'subject to' or 'conditioned on' attorney approval").

As for the paragraphs that claim Mr. Farkas signed the settlement agreement under duress, this is false, and ironically only supported by the declaration that Garman Turner Gordon drafted and got Mr. Farkas to sign under duress during a personal visit to his home on Saturday, January 23, 2021. The level of after-the-fact grunt work that Garman Turner Gordon has put in to create the illusion of some "scheme" in order to try to invalidate a valid settlement agreement that Mr. Farkas executed on behalf of TGC/Farkas Funding, LLC (all so that Garman Turner Gordon can keep this case going and continue accumulating attorneys' fees) is beyond the pale.

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III. LEGAL ARGUMENT

A. THE SETTLEMENT AGREEMENT SPEAKS FOR ITSELF

TGC/Farkas Funding, LLC contends that First 100 did not submit any admissible evidence that would "substantiate" a settlement agreement. The settlement agreement itself (attached to the motion as Ex. A) constitutes admissible evidence. Jay Bloom of First 100 has authenticated that settlement agreement and has provided ample evidence substantiating its legitimacy. *See* **Exhibit C**, Declaration of Jay Bloom.

While First 100 acknowledges that its counsel does not have personal knowledge regarding the settlement agreement, that is no reason to strike Mr. Maier's affidavit, which was not made to relay substantive information regarding the settlement agreement but rather to substantiate an order shortening time. Reasonable beliefs, such as the ones Mr. Maier formed after reviewing the settlement agreement, are in fact enough of a basis to substantiate an order shortening time, as this Court has concurred when it granted the order shortening time.

B. FARKAS HAD AUTHORITY TO SIGN THE SETTLEMENT AGREEMENT

As for the arguments that Mr. Farkas "did not have actual authority to execute the Settlement Agreement," given the repeated reversals by Mr. Farkas about what he has executed voluntarily and what he has executed while under duress, and in light of the fact that the Saturday morning visit from Garner Turner Gordon to Mr. Farkas' home on January 23, 2021 now raises questions as to the circumstances under which Mr. Farkas signed an amended operating agreement of TGC/Farkas Funding, LLC just two days after the Arbitration Award was released, there is clearly an issue of fact as to whether Mr. Farkas had actual authority to sign the Settlement Agreement.

But what is not at issue is Mr. Farkas had apparent authority to settle the case, which First 100 and Mr. Bloom reasonably relied upon. A party claiming apparent authority of an agent as a basis for contract formation must prove (1) that he subjectively believed that the agent had authority to act for the principal and (2) that his subjective belief in the agent's authority was objectively reasonable. *Great Am. Ins. Co. v. Gen. Builders, Inc.*, 113 Nev. 346, 352, 934 P.2d 257, 261 (1997).

Here, Mr. Bloom's subjective belief that Mr. Farkas had authority to act for TGC/Farkas Funding, LLC was objectively reasonable. For one thing, the Settlement Agreement is consistent with

the limitations Mr. Farkas previously placed on Garner Turner Gordon on behalf of TGC/Farkas of no litigation being imposed against First 100.

Also, the August 13, 2020 declaration of TGC/Farkas Funding, LLC member Adam Flatto specifically states that "Matthew Farkas was, and still is, the 'Administrative Member' of [TGC/Farkas Funding, LLC], as that term is defined in the Operating Agreement. *See* **Exhibit D**, 8/13/2020 Declaration of Adam Flatto. That TGC/Farkas Funding, LLC Operating Agreement also states that Mr. Farkas is the CEO of the company with full authority to appoint and terminate agents and consultants of TGC/Farkas Funding, LLC. *See* Ex. D at TGC/Farkas Funding, LLC Operating Agreement at Sections 3.1 and 4.5.

Perhaps most importantly, during the time the settlement agreement was being negotiated, Mr. Farkas never told Mr. Bloom about a change in TGC/Farkas Funding, LLC management. Not only that, but during a January 9, 2021 phone call, Mr. Farkas continued to state that he had no recollection of ever resigning his position as Manager of TGC/Farkas Funding, LLC. Ex. C. It was not until January 10, 2021, that Matthew Farkas (for the first time) told Mr. Bloom that he found an email where he signed a September 2020 Amendment to the TGC/Farkas Funding, LLC Operating Agreement. Ex. C.

On or about January 11, 2021, Matthew Farkas told Mr. Bloom that he signed such document under duress, that he has not read the September 2020 Amendment to the TGC/Farkas Funding, LLC Operating Agreement, and did not realize that he had resigned his position until he found the email and read the Amendment for the first time on or about January 11, 2021. Ex. C.

Mr. Bloom specifically relied upon Mr. Farkas' representations that he had authority to act on behalf of TGC/Farkas Funding, LLC at the time the settlement agreement was negotiated and executed, which is why Mr. Bloom agreed to settle the case with Mr. Farkas instead of reaching out to negotiate with Adam Flatto of TGC 100 Investor, LLC, the other member of TGC/Farkas Funding, LLC. *See* Ex. C. This reliance, in conjunction with the Garner Turner Gordon engagement letter, as well as the TGC/Farkas Funding, LLC Operating Agreement that Adam Flatto had just ratified as recently as August of 2020, made Mr. Bloom's subjective belief objectively reasonable. As such, Mr. Farkas' apparent authority to execute the Settlement Agreement should be recognized by this Court.

C. THE ONLY "ILLICIT" CONDUCT FROM COUNSEL CAME FROM GARMAN TURNER GORDON

Next, TGC/Farkas Funding, LLC contends that First 100's "illicit use of counsel" renders any settlement agreement inequitable. Opp. at p. 14. To be clear, there was no "illicit use of counsel" from First 100's counsel. TGC/Farkas Funding, LLC appears to be accusing Mr. Gutierrez of MGA of violating NRPC 4.2 during the phone call that Mr. Farkas initiated to Mr. Gutierrez, but Mr. Gutierrez did no such thing. No discussions were had about this matter, therefore NRPC 4.2 does not even come into play. Mr. Farkas has admitted this to be the case during the January 21, 2021 recorded phone call he had with Dylan Ciciliano, Esq.:

Dylan Ciciliano: Did you talk to Joe?

Matthew Farkas: Hang on. **Not about this.**

See Opp. at Ex. 2-A at OPP042 (emphasis added). Nor has Mr. Farkas ever accused Mr. Gutierrez of doing anything nefarious, trying to "take advantage" of him, or trying to coerce Mr. Farkas to sign anything. This is all a red herring concocted by TGC/Farkas Funding, LLC.

What is concerning is the nature in which Mr. Ciciliano of Garner Turner Gordon blatantly misrepresented facts during his recorded phone call with Mr. Farkas, specifically saying: *"Well, I mean, it's bad. If they win on the motion and force settlement, they extinguish a million-dollar investment." See* Opp. at Ex. 2-A at OPP050.

This was a complete lie, as the Settlement Agreement specifically states that TGC/Farkas Funding, LLC will be repaid its entire million dollar investment plus 6% interest. The transcript reflects Mr. Farkas clearly getting angry after taking in Mr. Ciciliano's misrepresentation, and totally turning not only on Mr. Bloom but reneging on his own prior actions and desire to settle the case based on this lie that Garner Turner Gordon fed to Mr. Farkas. *See id.* ("Oh, my God. I am so angry with Jay right now. I am so angry with him. You go get him. Excuse me for saying that, but you guys go get him."). This was truly despicable conduct on behalf of Garner Turner Gordon, and it is astounding that GTG would be so proud of this misconduct to think it would be a good idea to attach this transcript to a public pleading. The only thing that transcript accomplished was confirming that Mr. Ciciliano is now a witness substantively involved in this case, not just legal counsel.

TGC/Farkas Funding, LLC also contends that Mr. Bloom's direct communications with Mr. Farkas were prohibited. Opp. at p. 15. There is no case law supporting this. In fact, ethical rules encourage parties to resolve matters between each other. *See* Cmt. 4 to Model Rule 4.2 ("Parties to a matter may communicate directly with each other."). Moreover, there is no rule stating that the parties cannot draft a settlement agreement on their own. The one case that TGC/Farkas Funding, LLC cites in support of its argument otherwise is *In re Discipline of Lerner*, 124 Nev. 1232, 1235, 197 P.3d 1067, 1070 (2008), but that case involved a paralegal at a law firm drafting a settlement agreement for a client of the law firm, which is not inapplicable here.

Further, while First 100 appreciates the litany of case law that TGC/Farkas Funding, LLC cited regarding it being inappropriate for lawyers to use a client or a third party to circumvent NRPC 4.2 by telling a client what to say or by "scripting" communications, none of that happened here. And TGC/Farkas Funding, LLC's rampant speculation that it happened here is not well-taken.

Grasping for straws, TGC/Farkas Funding, LLC also complains that at the very least, First 100's counsel "should have immediately contacted Plaintiff's counsel" about the settlement agreement. Opp. at p. 16. But that is exactly what First 100's counsel did, as on January 15, 2021, Danielle Barraza, Esq. with MGA contacted Dylan Ciciliano, Esq. of Garner Turner Gordon and disclosed that MGA was copied on communications from Nahabedian Law indicating that he was substituting into the case and seeking clarification on the same. This is when Garner Turner Gordon started being evasive and simply responding "No," instead of explaining why its client had signed off on a settlement agreement and a substitution of counsel, thus leaving First 100 no choice but to file this motion to flush these issues out.

Further, while it is not for First 100 to comment on whether Mr. Nahabedian had a "non-waivable conflict," there does not appear to be a real conflict, as Mr. Nahabedian does not represent numerous clients in this matter, nor does his representation of TGC/Farkas Funding, LLC conflict with any other matters as far as First 100 can tell.

D. THE SETTLEMENT AGREEMENT IS ENFORCEABLE

Next, TGC/Farkas Funding, LLC contends that the settlement agreement is "unenforceable on its face." Opp. at p. 17. These arguments are solely supported by the new declaration that Garner

Turner Gordon got Mr. Farkas to sign on the morning of Saturday, January 23, 2021, in which Mr. Farkas now claims that he did not "understand" what he was signing.

Based on the contents of not only that January 23, 2021 declaration but the transcript from the January 21, 2021 phone call that Mr. Farkas had with Dylan Ciciliano, Esq. of Garner Turner Gordon, it is more than evident that Mr. Farkas' opinion that he did not understand what he was signing came from Mr. Ciciliano lying about the language of the Settlement Agreement and insisting that enforcement of the Settlement Agreement would somehow "extinguish" the one million dollars owed to TGC/Farkas Funding, LLC. This of course would make any reasonable person come to the conclusion that they did not "understand" the agreement, as the agreement literally states the opposite. There was in fact a "meeting of the minds," and Garner Turner Gordon's underhanded attempts to create confusion in Mr. Farkas by misrepresenting the Settlement Agreement does not negate that.

Regarding the new claim that Mr. Farkas was "coerced" into signing the Settlement Agreement, this is also false, and again only comes from the new declaration that Mr. Farkas signed on Saturday, January 23, 2021 when a Garner Turner Gordon attorney personally came to Mr. Farkas' home and made him sign the declaration he had no role in drafting. Ironically, that declaration contends that Mr. Farkas "felt he had no choice but to sign any document that Bloom put in front of him," but that appears to be exactly what happened on Saturday, January 23, 2021 based on the transcript from the January 21, 2021 phone call that Mr. Farkas had with Mr. Ciciliano, where Mr. Ciciliano said he would "be in touch" after lying about the terms of the Settlement Agreement. The "duress" arguments are pure nonsense and the Court can clear this up with a simple evidentiary hearing where it can hear directly from Mr. Farkas – not through declarations drafted by Garner Turner Gordon and signed on Saturday mornings after an attorney from Garner Turner Gordon shows up at Mr. Farkas' home.

There was also adequate consideration for the Settlement Agreement. The Settlement Agreement specifically states that $1,000,000 will be paid to TGC/Farkas Funding, LLC, plus 6% interest. Mot. at Ex. A. TGC/Farkas Funding, LLC appears to take issue with this by claiming it is not "real" consideration. But TGC/Farkas Funding is inaccurate in claiming that First 100's Operating Agreement entitles TGC/Farkas Funding, LLC to pro rata distributions. It does no such thing.

Members of First 100 are not entitled to a specific percentage of revenues; they are potentially entitled to profits or distributions of the company.

In any event, the stated purpose of this motion is to enforce a settlement agreement. It has nothing to do with the sale of any assets. TGC/Farkas Funding, LLC's attempt to confuse the issues with nonsensical math and references to other agreements should be disregarded.

E. NO SANCTIONS SHOULD BE IMPOSED AGAINST FIRST 100'S COUNSEL

Finally, TGC/Farkas Funding, LLC threw in a brief two-paragraph demand that First 100, non-party Bloom, and MGA all be sanctioned because the parties came to a settlement agreement. This should be immediately disregarded by the Court as frivolous. TGC/Farkas Funding, LLC's claimed counsel Garman Turner Gordon may be upset and professionally embarrassed that Mr. Farkas elected to resolve the matter without further intervention from Garner Turner Gordon (which would explain the unusual occurrence of an attorney from Garner Turner Gordon scrambling on a Saturday morning and venturing to the home of Mr. Farkas to convince him to sign an inaccurate declaration), but First 100, Mr. Bloom, and certainly MGA should not be punished for that.

The false narrative that the settlement agreement was designed to "delay" post-judgment discovery is pure nonsense. First 100 has no current means of paying the judgment, so there is no real fear on First 100's end of post-judgment discovery taking place. The simple reality is the parties settled this matter, and it would be improper to continue on with "discovery" on a matter that has been resolved.

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IV. CONCLUSION

Based on the foregoing, First 100 respectfully requests that the Court enforce the settlement agreement executed by the parties and vacate post-judgment discovery proceedings.

DATED this 27th day of January, 2021.

Respectfully submitted,

MAIER GUTIERREZ & ASSOCIATES

/s/ Jason R. Maier

JASON R. MAIER, ESQ.
Nevada Bar No. 8557
JOSEPH A. GUTIERREZ, ESQ.
Nevada Bar No. 9046
DANIELLE J. BARRAZA, ESQ.
Nevada Bar No. 13822
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Attorneys for First 100, LLC and 1st One Hundred Holdings, LLC

CERTIFICATE OF SERVICE

Pursuant to Administrative Order 14-2, a copy of the **DEFENDANTS' REPLY IN SUPPORT OF MOTION TO ENFORCE SETTLEMENT AGREEMENT AND VACATE POST-JUDGMENT DISCOVERY PROCEEDINGS AND OPPOSITION TO COUNTERMOTION TO STRIKE THE AFFIDAVIT OF JASON MAIER AND OPPOSITION TO COUNTERMOTION FOR SANCTIONS** was electronically filed on the 27th day of January, 2021, 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 as follows:

Erika P. Turner, Esq.
Dylan T. Ciciliano, Esq.
GARMAN TURNER GORDON, LLP
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
Attorneys for TGC Farkas Funding LLC

/s/ Danielle Barraza
An Employee of MAIER GUTIERREZ & ASSOCIATES

EXHIBIT “A”

MAIER GUTIERREZ & ASSOCIATES
ATTORNEYS AT LAW

January 19, 2021

VIA E-SERVICE

Erika Pike Turner, Esq.
Dylan T. Ciciliano, Esq.
Garman Turner Gordon
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
eturner@gtg.letgal
dciciliano@gtg.legal

Re: *TGC/Farkas Funding, LLC v. First 100, LLC et al.*/ Case No.: A-20-822273-C

Dear Counsel:

Please allow this correspondence to serve as a formal objection to: 1) the RFPs and interrogatories served upon First 100, LLC and 1st One Hundred Holdings LLC on December 18, 2020; 2) the Judgment Debtor Examination of First 100, LLC unilaterally set for January 25, 2021 at 9:00 a.m.; and 3) the Judgment Debtor Examination of 1st One Hundred Holdings LLC unilaterally set for January 25, 2021 at 9:00 a.m.

First 100 and 1st One Hundred Holdings LLC will not be participating in post-judgment discovery until the Court has issued a ruling on the pending motion to enforce settlement agreement and vacate post-judgment discovery proceedings, which has been submitted on an order shortening time. All rights and objections as to all pending post-judgment discovery remain reserved.

Thank you for attention to this matter.

Sincerely,

MAIER GUTIERREZ & ASSOCIATES

/s/ Joseph A. Gutierrez

Joseph A. Gutierrez, Esq.

JAG/ndv

cc: Client

EXHIBIT “B”

OBJ

JOSEPH A. GUTIERREZ, ESQ.
Nevada Bar No. 9046
DANIELLE J. BARRAZA, ESQ.
Nevada Bar No. 13822
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djb@mgalaw.com

Attorneys for Defendants First 100, LLC and 1st One Hundred Holdings, LLC and non-party Jay Bloom

DISTRICT COURT

CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC, Plaintiff, vs. FIRST 100, LLC, a Nevada limited liability company; 1st ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company, Defendants.	Case No.: A-20-822273-C Dept. No.: 13 **NON-PARTY JAY BLOOM'S OBJECTION TO SUBPOENA -- CIVIL**

Pursuant to Rule 45 of the Nevada Rules of Civil Procedure (the "NRCP"), non-party Jay Bloom ("Bloom"), by and through his attorneys, MAIER GUTIERREZ & ASSOCIATES, hereby objects and responds to the Subpoena issued by counsel for Plaintiff, TGC/Farkas Funding, LLC ("Plaintiff") in the above-captioned action (the "Action") as follows:

1. Bloom objects to the Subpoena as Plaintiff failed to take reasonable steps to avoid imposing an undue burden and expense on Bloom with regard to the documents sought by the Subpoena, which cover 36 separate requests. This is particularly burdensome as Bloom is a non-party

to the Action, yet private financial information is being sought from Bloom in a personal capacity, including but not limited to Request for Production Nos. 7, 12, 21, 25, 34, 35, and 36.

2. Bloom objects to the Subpoena as the Requests for Production which seek financial information of the actual Judgment Debtors (First 100, LLC and 1st One Hundred Holdings LLC), including but not limited to Request for Production Nos. 1-6 and Nos. 8-36, should be sought directly from the Judgment Debtors themselves, instead of harassing non-parties such as Bloom.

3. Bloom objects to the Subpoena as pursuant to NRS 86.371, "[u]nless otherwise provided in the articles of organization or an agreement signed by the member or manager to be charged, no member or manager of any limited-liability company formed under the laws of this State is individually liable for the debts or liabilities of the company." No judgment was obtained against Bloom in this Action, therefore Bloom has zero personal liability for the judgment obtained against First 100, LLC and First One Hundred Holdings, LLC. Further, no alter ego findings were made in the Action as it relates to Bloom and First 100, LLC and First One Hundred Holdings, LLC. Nevertheless, Plaintiff is attempting to unilaterally pierce the corporate veil without having ever successfully obtained an alter ego finding, and without ever lodging an alter ego claim where Plaintiff would have been required to prove the existence of an alter ego relationship pursuant to the factors set forth in *LFC Marketing Group, Inc. v. Loomis*, 116 Nev. 896, 904, 8 P.3d 841, 846 (2000). Bloom objects to Plaintiff's attempt to obstruct the statutory and legal authorities regarding the non-liability of members or managers of LLCs with respect to the debt of the LLCs.

4. Bloom objects to the Subpoena to the extent it seeks to force Bloom to create documents or compilations that do not exist. Such will not be provided.

5. Bloom objects to the Subpoena (including but not limited to Request for Production Nos. 24 and 29) as it seeks documents and communications protected by the attorney-client privilege. *See* Nev. Rev. Stat. §§ 49.035, *et seq*.

6. Bloom objects to the Subpoena as the Requests for Production are vague and ambiguous, overly broad, and not narrowly tailored to avoid imposing undue burden, and the discovery sought is not proportional to the needs of the case, specifically with documents being requested as far back as January 1, 2015, when there is only a nominal judgment of $23,975.00.

Moreover, numerous requests which seek the private financial information of Bloom personally and financial information of First 100 and 1st One Hundred Holdings are not limited in time at all, including but not limited to Request for Production Nos. 4, 23, 26, 27, 32, and 33.

DATED this 7th day of January, 2021.

MAIER GUTIERREZ & ASSOCIATES

/s/ Danielle J. Barraza

JOSEPH A. GUTIERREZ, ESQ.
Nevada Bar No. 9046
DANIELLE J. BARRAZA, ESQ.
Nevada Bar No. 13822
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Attorneys for Defendants First 100, LLC and 1st One Hundred Holdings, LLC and non-party Jay Bloom

CERTIFICATE OF SERVICE

Pursuant to Administrative Order 14-2, a copy of the **NON-PARTY JAY BLOOM'S OBJECTION TO SUBPOENA – CIVIL** was electronically served on the 7th day of January, 2021, 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 as follows:

Erika P. Turner, Esq.
Dylan T. Ciciliano, Esq.
GARMAN TURNER GORDON, LLP
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
Attorneys for TGC Farkas Funding LLC

/s/ Natalie Vazquez
An Employee of MAIER GUTIERREZ & ASSOCIATES

EXHIBIT “C”

DECLARATION OF JAY BLOOM

I, JAY BLOOM, declare as follows:

1. I am over the age of eighteen (18) and I have personal knowledge of all the facts set forth herein. Except otherwise indicated, all facts set forth in this affidavit are based upon my own personal knowledge, my review of the relevant documents, and my opinion of the matters that are the issues of this lawsuit. If called to do so, I would competently and truthfully testify to all matters set forth herein, except for those matters stated to be based upon information and belief.

2. This affidavit is made with respect to Case Number A-20-822273-C.

3. On or about October 17, 2013, Matthew Farkas, as Manager of TGC/Farkas Funding, LLC, signed a Subscription Agreement with 1st One Hundred Holdings, LLC on behalf of and in his capacity as Manager of TGC/Farkas Funding, LLC. (See Exhibit C-1)

4. On or about April 14, 2017, Matthew Farkas, as Manager of TGC/Farkas Funding, LLC signed a redemption of TGC/Farkas Funding, LLC's membership interest in 1st One Hundred Holdings, LLC, on behalf of and in his capacity as Manager of TGC/Farkas Funding, LLC. (See Exhibit C-2)

5. From inception, First 100's only contact with TGC/Farkas Funding, LLC was exclusively through Matthew Farkas as it's Manager.

6. Upon information and belief, sometime prior to 2012, Matthew Farkas was terminated from his employment prior to First 100, was evicted from his apartment in New York, and was living with his wife and son in his mother's apartment in New York.

7. First 100 hired Matthew Farkas, initially as its CFO in 2013, and later reclassified his employment as Vice President of Finance.

8. As such, at all relevant times, Matthew Farkas was both a Manager and Member of plaintiff TGC/Farkas Funding, LLC, as well as an officer and Member of First 100.

9. Matthew Farkas was, at all times, a signer on all First 100 bank accounts, and as such, had full access to the books and records of First 100 as the Manager of the plaintiff, TGC/Farkas.

10. I negotiated the settlement in this case with Matthew Farkas directly in what both

Matthew Farkas and I believed to be in his capacity as Manager of TGC/Farkas Funding, LLC, as we both desired that there be no more litigation.

11. Matthew Farkas represented to me up to and through January 11, 2021, that he had never resigned his position as Manager of TGC/Farkas Funding, LLC. I reasonably relied upon this representation, and I recalled seeing the declaration from Adam Flatto from August 2020 in the underlying arbitration matter, where Mr. Flatto had confirmed that Mr. Farkas was the Manager of TGC/Farkas Funding, LLC which added to my reasonable belief that Mr. Farkas had authority to sign a settlement agreement on behalf of TGC/Farkas Funding, LLC. This is why I agreed to settle the case with Mr. Farkas instead of reaching out to negotiate with Adam Flatto of TGC 100 Investor, LLC, the other member of TGC/Farkas Funding, as I wanted to deal with the member that actually had authority to bind TGC/Farkas Funding, LLC.

12. Matthew Farkas told me that he signed the August 2020 Declaration on behalf of TGC/Farkas Funding, LLC in the Arbitration, as well as the Garman Turner Gordon ("GTG") retainer, under duress because Adam Flatto told him that he "had one hour to sign the papers or be sued."

13. On or about the end of August 2020, Matthew Farkas told me that he signed the August 2020 Flatto papers consisting solely of a Declaration for Flatto's use in Arbitration, using the language that he did so "under duress."

14. Matthew Farkas told me that he never met with the GTG firm prior to their engagement, never discussed engaging counsel, nor had any conversations relating to engaging this firm for the purposes of representation of TGC/Farkas Funding, LLC.

15. Matthew Farkas told me as recently as January 11, 2021, that he had no recollection or knowledge of resigning his position as Manager of TGC/Farkas Funding, LLC.

16. In fact, Matthew Farkas told me that his conversations with his fellow member in TGC/Farkas Funding, LLC related solely to his intentions not to engage counsel and that he wanted no part of any litigation, against First 100 or otherwise.

17. Matthew Farkas told me that in his capacity as sole Managing Member and 50% owner of TGC/Farkas Funding, LLC, he had terminated GTG from further representation of TGC/Farkas Funding, LLC.

18. Matthew Farkas retained the Law Firm of Raffi Nahabedian to substitute in as Counsel for TGC/Farkas Funding, LLC.

19. On or about January 9, 2021, during a telephone conference with TGC/Farkas Funding, LLC counsel, Raffi Nahabedian, Esq., Joseph Gutierrez, Esq., and myself, Matthew Farkas continued to state that he has no recollection of resigning his position as Manager, but he would check his emails.

20. It was not until on or about January 10, 2021, that Matthew Farkas, for the first time, say that he found an email where he signed a September 2020 Amendment to the TGC/Farkas Funding, LLC Operating Agreement.

21. On or about January 11, 2021, Matthew Farkas told me that he signed such document under duress, that he has not read the September 2020 Amendment to the TGC/Farkas Funding, LLC Operating Agreement, and did not realize that he had resigned his position until he found the email and read the Amendment for the first time on or about January 11, 2021.

22. At all relevant times, I understood Matthew Farkas to have the authority to sign the Settlement Agreement based on:

a. Matthew Farkas' being the signer, as Manager, of the TGC/Farkas Funding, LLC Subscription Agreement,

b. Matthew Farkas' being the signer, as Manager, of the TGC/Farkas Funding, LLC Redemption Agreement,

c. Matthew Farkas signing the Settlement Agreement in this case in the same capacity.

23. At no time prior to Matthew Farkas' execution of the Settlement Agreement did he ever represent that he was no longer the Manager of TGC/Farkas Funding, LLC.

24. At no time prior to Matthew Farkas' execution of the Settlement Agreement did the entity TGC/Farkas Funding, LLC ever represent or otherwise notify First 100 that Matthew Farkas was no longer the Manager of TGC/Farkas Funding, LLC, and that First 100 should be communicating with any other person or entity.

25. It is now clear to me that Matthew Farkas didn't even know what he was signing when he signed the August 2020 Declaration for TCG/Farkas or the September Amendment to the

TGC/Farkas Funding, LLC Operating Agreement, as he told me that he didn't read what Adam Flatto threatened him to sign, and therefore didn't know himself that he may not have been the Manager of TGC/Farkas Funding, LLC at the time he entered into the Settlement Agreement.

26. Given the history of how Matthew Farkas has been bullied by his partner through GTG with signing documents, without counsel, that he didn't read or understand under threat of litigation by Adam Flatto, I believe that once again, when an attorney from GTG appeared at his house on a recent Saturday morning, with a prepared Declaration for his signature, for which I do not believe Matthew Farkas participated in the preparation, and for which Matthew Farkas did not have counsel present individually to review said Declaration, that Matthew Farkas was once again threatened into signing a document without reading or understanding.

27. After having reviewed the transcript of the telephone call between Matthew Farkas and a GTG attorney, I spoke directly with Matthew Farkas and asked why he had lied during the call.

28. Matthew Farkas told to me that the GTG attorney got him very angry by lying to him because he incorrectly believed that what he signed inadvertently extinguished a $1,000,000 investment, which is categorically false.

29. Matthew Farkas further told me that the statements he made during the call about me were in anger and frustration after the GTG had lied to him, and that such statements were reactionary and not really true.

30. On page 25, Lines 20 and 21, Dylan Ciciliano, Esq., told to Farkas that

> *"Well, I mean, it's bad. If they win on the motion and force settlement, they extinguish a million-dollar investment."*

31. However, in the Settlement Agreement, it clearly states:

> *NOW, THEREFORE, 1st 100 and the TGC hereby represent, warrant and agree as follows:*
> *1. 1st 100 agrees the TGC is currently owed $1,000,000.00 plus 6% per annum since the date of investment, and this amount is secured by the Judgment;*
> *2. 1st 100 will pay the amount owed to the TGC as follows:*
> *a. Concurrent with its collection of proceeds from the sale of its Award, 1st 100 and/or F100 will cause to pay $1,000,000 plus 6% interest accrued from the date of investment to TGC/Farkas;*
> *3. Interest will continue to accrue on the balance until such time of payment;*
> *5. Upon execution of the Agreement, TGC will file a dismissal with prejudice of the current*

actions related to this matter, including the arbitration award and all relation motions and actions pending in the District Court;

32. Dylan Ciciliano's statement is patently false on its face, and served its intended purpose of inciting Matthew Farkas into making false statements about me.

33. Matthew Farkas admitted to me that the statements made during the call were made out of anger and were not true.

34. It is my belief that the Declaration signed by Matthew Farkas is yet another document signed without being read, under duress, and such statements contravene Matthew Farkas' statements made directly to me and everyone else.

35. At no time has First 100 ever been notified by Matthew Farkas, Adam Flatto, or TGC/Farkas Funding, LLC, as to any change in Management.

36. Given Matthew Farkas was the signer, in his capacity of Manager, for both the initial Subscription Agreement, the Redemption Agreement and the Settlement Agreement, and no person or entity has ever indicated or notified First 100 that there was a change in Management, both Matthew Farkas and I believed that Matthew Farkas continued to have the authority to sign the settlement agreement which he negotiated on behalf of TGC/Farkas Funding, LLC.

I declare under penalty of perjury of the laws of the United States of America and the State of Nevada that the foregoing is true and correct.

DATED this 27th day of January, 2021

JAY BLOOM

EXHIBIT C-1

FIRST 100, LLC.

1,000,000 for 1.5% of Class 'A' Membership Interest

SUBSCRIPTION BOOKLET

No._____

Name: TGC FARKAS FUNDING LLC

SUBSCRIPTION INSTRUCTIONS

(Please Read Carefully)

THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION, IN WHOLE OR IN PART, OR TO ALLOT TO ANY PROSPECTIVE PURCHASER FEWER THAN THE AMOUNT OF MEMBERSHIP INTEREST SUBSCRIBED FOR BY SUCH PURCHASER. ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND MUST NOT BE RELIED UPON.

1. This Subscription Booklet contains all of the materials necessary for you to purchase up to 1.5% of the Class 'A' Voting Membership Interest in First 100, LLC. Each Subscription Booklet contains:

   (1) An appropriate Questionnaire (Corporation, Partnership or Individual) designed to enable you to demonstrate that you meet the minimum legal requirements under Federal and State securities laws to purchase the Membership Interest; and

   (2) A Signature Page for the appropriate Questionnaire and the Subscription Agreement containing representations relating to your subscription.

2. After reading the Subscription Agreement, please fill in all applicable information. You must complete and sign ALL of the documents.

This includes: (1) initialing and signing the applicable Questionnaire; and (2) signing the Signature Page.

3. Payment for the Membership Interest shall be deemed to have been made by check or wire transfer by the Subscriber in the amount of the capital account of the Class 'A' Voting Membership Interest.

4. Send all completed documents together to First 100, LLC. at the following address:

First 100, LLC.
Attention: Mr. Chris Morgando, Director
11920 Southern Highlands Pkwy, Suite 200
Las Vegas, Nevada 89141

PLEASE PRINT IN INK OR TYPE ALL INFORMATION

FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL CONSTITUTE AN INVALID SUBSCRIPTION, WHICH, IF NOT CORRECTED, WILL RESULT IN THE REJECTION OF YOUR SUBSCRIPTION REQUEST. EVEN IF CORRECTED, THE DELAY MAY RESULT IN (1) THE ACCEPTANCE OF PURCHASERS WHOSE SUBSCRIPTION BOOKLETS WERE INITIALLY RECEIVED BY THE COMPANY AFTER YOURS OR (2) THE OFFERING BEING CLOSED WITHOUT YOUR SUBSCRIPTION REQUEST BEING CONSIDERED BY THE COMPANY.

FIRST 100, LLC.

SUBSCRIPTION AGREEMENT

First 100, LLC
11920 Southern Highlands Pkwy
Suite 200
Las Vegas, Nevada 89141

Ladies and Gentlemen:

1. Subscription. The undersigned (the "Subscriber"), subject to the terms and conditions described in this Subscription Agreement (this "Subscription Agreement"), hereby irrevocably subscribes for and agrees to purchase from First 100, LLC., a Nevada company (the "Company"), 1.5% of the Company's Class 'A' Voting Membership Interest (the "Membership Interest") indicated on the signature page hereof. Subscriber hereby tenders this Subscription Agreement, together with a check or wire transfer in the full amount of the purchase price of the Membership Interest being subscribed for hereby payable to First 100, LLC.

The Subscriber agrees that this subscription shall be irrevocable and shall survive the death or disability of the Subscriber. The Subscriber understands that if this subscription is not accepted, in whole or in part, or the offering is terminated pursuant to its terms or by the Company, all unaccepted funds will be returned by the Company to the Subscriber, without interest, penalty, expense or deduction.

IN MAKING AN INVESTMENT DECISION A SUBSCRIBER MUST RELY ON SUCH SUBSCRIBER'S OWN EXAMINATION OF THE COMPANY, INCLUDING, BUT NOT LIMITED TO, ITS RECENT ORGANIZATION, ABSENCE OF OPERATING HISTORY, PROPOSED BUSINESS, PROSPECTS, MANAGEMENT, LACK OF FINANCIAL RESOURCES AS WELL AS THE TERMS OF THE OFFERING. THE MEMBERSHIP INTEREST IS SPECULATIVE IN NATURE AND THE PURCHASE OF ANY MEMBERSHIP INTEREST INVOLVES A HIGH DEGREE OF RISK. THE MEMBERSHIP INTEREST HAVE NOT BEEN RECOMMENDED BY OR REGISTERED WITH ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, NONE OF THE FOREGOING AUTHORITIES HAS CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF ANY INFORMATION FURNISHED BY THE COMPANY. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

2. Acceptance of Subscription. The Subscriber acknowledges and agrees that the Company has the right to accept or reject this subscription, in whole or in part, in its sole and absolute discretion, notwithstanding prior receipt by the undersigned of notice of acceptance of this subscription, and that this subscription shall be deemed to be accepted by the Company only when it is signed on its behalf by an authorized officer of the Company and a fully executed copy thereof is delivered to the Subscriber. This Subscription Agreement either will be accepted or rejected, in whole or in part, as promptly as practicable after receipt, but not later than **October 31, 2013**, unless extended by the Company in its sole discretion. Upon rejection of the

subscription hereunder in whole for any reason, all items received with this Subscription Agreement shall be returned to the Subscriber without deduction for any fee, commission or expense, and without accrued interest with respect to any money received, and this Subscription Agreement shall be deemed to be null and void and of no further force or effect. If the subscription hereunder is rejected in part for any reason, the funds for such rejected portion of this subscription will be returned by the Company to the Subscriber without deduction for any fee, commission or expense, and without accrued interest with respect to such returned funds, and this Subscription Agreement shall continue in force and effect to the extent the subscription hereunder was accepted.

3. Representations, Warranties and Covenants of the Subscriber. The Subscriber hereby represents, warrants and acknowledges to and covenants with the Company as follows:

3.1 Subscriber Information.

(a) "Accredited Investor". The Subscriber has completed accurately the Subscriber Questionnaire attached hereto as Annex A and meets the requirements of at least one of the suitability standards for an "accredited investor" as defined therein.

(b) Liquidity. The Subscriber has adequate means of providing for the Subscriber' s current needs and personal contingencies and has no need, and has no reason to anticipate any need, for liquidity in this investment.

(c) Financially Experienced. The Subscriber has sufficient knowledge and experience in financial and business matters so as to enable the Subscriber to utilize the information made available to the Subscriber in connection with the offering of the Membership Interest to evaluate the merits and risks of an investment in the Company, or the Subscriber has employed the services of an investment advisor, attorney or accountant to read the Disclosure Document dated April 12, 2012, as amended by the Supplemental Disclosure Document dated October 17, 2012 and this Subscription Agreement made available to the Subscriber by the Company in connection with the offering of the Membership Interest (the "Offering Documents") and any other documents furnished or made available by the Company to the Subscriber concerning the investment in the Company and to evaluate the merits and risks of such an investment on the Subscriber's behalf.

(d) The Subscriber: (i) if a natural person, represents that the Subscriber is at least 21 years of age and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Membership Interest, such entity is validly existing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof, this Subscription Agreement has been duly authorized by all

necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii) if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or other entity for whom the undersigned is executing this Subscription Agreement, and such individual, ward, partnership, trust, estate, corporation, or other entity has full right and power to perform pursuant to this Subscription Agreement and make an investment in the Company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity.

3.2 Nature of Investment.

(a) Examination of Materials. The Subscriber has examined the Offering Documents.

(b) No SEC Registration. The Subscriber has been advised that this offering has not been registered with, or reviewed by, the Securities and Exchange Commission ("SEC") because this offering is intended to be a non-public offering pursuant to Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act") and Regulation D promulgated thereunder.

(c) Restrictions on Transfer. The Subscriber understands and agrees that the sale, pledge, hypothecation or transfer (for the purposes of this Subscription Agreement, collectively, "transfer") of the Membership Interest are subject to the provisions of the Securities Act restricting transfers, unless they are registered under the Securities Act and applicable state securities laws or are exempt from the registration requirement thereof. Legends shall be placed on the Membership Interest to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the Company' s books and records.

(d) Investment Intention. The Subscriber's investment in the Membership Interest is being purchased for the Subscriber's own account, for investment purposes only and not with a view of distribution or resale to others.

(e) No State Review. The Subscriber understands that no securities administrator of any state has made any finding or determination relating to the fairness of this offering and that no securities administrator of any state has recommended or endorsed, or will recommend or endorse, the offering of any interests in the Company.

3.3 Reliance.

(a) Limited to Facts and Terms. The Company has made available to Subscriber the opportunity to ask questions of, and receive answers from the Company with respect to the activities of the Company as described in the Offering Documents, and otherwise to obtain any additional information, to the extent that the Company possesses the information or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the Offering Documents. The Subscriber (or Subscriber's representative, if any) is entering into this Subscription Agreement relying solely on the facts and terms set forth

in the Offering Documents or as contained in documents or answers to questions so furnished to the Subscriber, and neither the Company nor its representatives has made any other representations or provided any other information of any kind or nature, whether written or verbal, to induce the Subscriber to enter into this Subscription Agreement or in connection with the Subscriber's investment in the Membership Interest.

(b) Acknowledgment of Certain Risks. The Subscriber acknowledges that the offer and sale of the Membership Interests is being made without the use of a Private Placement Memorandum per se, except to the extent that the Disclosure Document and Amended Disclosure Document constitutes the same. The Subscriber understands and has evaluated the merits and risks of an investment in the Company and the purchase of the Membership Interest. The Subscriber acknowledges that (i) the purchase of the Membership Interest is a speculative investment and involves a high degree of risk, and that the Subscriber could lose the entire value of his subscription; (ii) no federal or state agency has made any finding of determination as to the fairness of such investment or any recommendation or endorsement of it; (iii) there is not and will not be in the foreseeable future a market for the sale of the Membership Interest by the Subscriber; (iv) the operations of the Company are dependent on the Company's ability to secure additional financing, and there are no existing arrangements with respect to such financing; and (v) the Company will have immediate access to the proceeds of the Subscriber's investment, there is no minimum amount of additional funds that the Company must raise in this offering, and that there is no assurance that the Company will sell up to $5,000,000 of its Membership Interest.

(c) Reliance On Own Advisors. The Subscriber has relied solely upon the advice of his own tax and legal advisors with respect to the tax and other legal aspects of this investment.

3.4 No General Solicitation. The Subscriber acknowledges that no general solicitation or general advertising (including communications published in any newspaper, magazine or other broadcast) has been received by the Subscriber and that no public solicitation or advertisement with respect to the offering of an investment interest in the Company has been made to the Subscriber.

3.5 Only For ERISA Plans.

(a) Investment Objectives. If the Subscriber is a fiduciary of an Employee Retirement Income Security Act of 1974 ("ERISA") plan executing this Subscription Agreement, such Subscriber has been informed of and understands the Company's objectives, policies and strategies, that the decision to invest "plan assets" (as that term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities.

The foregoing representations and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of delivery of this Subscription Agreement and the other Offering Documents to the Company and shall survive that delivery. If, in any respect, those representations and warranties shall not be true and accurate prior to delivery of the payment pursuant to paragraph 1, the undersigned shall immediately give written notice to the

Company specifying which representations and warranties are not true and accurate and the reason therefor.

4. Representations, Warranties and Covenants of the Company. The Company hereby represents, warrants and acknowledges to and covenants with the Subscriber as follows:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada, is duly qualified and in good standing under the laws of any foreign jurisdiction where the failure to be so qualified would have a material adverse effect on its ability to perform its obligations under this Subscription Agreement and Disclosure Documents ("The Documents") and it has full corporate power and authority to enter into each of the Documents and to carry out the provisions hereof and thereof.

(b) The issuance, execution and delivery of the Documents has been duly authorized by all necessary corporate action on the part of the Company and such Documents constitute the valid and legally binding obligations of the Company, enforceable against it in accordance with the terms hereof or thereof, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting generally the enforceability of creditors' rights, by general principles of equity and by limitations on the availability of equitable remedies.

(c) Neither the execution and delivery of the Documents by the Company, nor compliance by the Company with the provisions hereof or thereof, violates any provision of its Certificate of Formation or Operating Agreement, as amended, or any law, statute, ordinance, regulation, order, judgment or decree of any court or governmental agency, or conflicts with or will result in any breach of the terms of or constitute a default under or result in the termination of or the creation of any lien pursuant to the terms of any agreement or instrument to which the Company is a party or by which it or any of its properties is bound.

(d) No authorization, consent, approval, license or exemption of, and no registration, qualification, designation or filing with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign is or was necessary to (a) the valid execution and delivery by the Company of the Documents and all other instruments, documents and agreements contemplated hereby or (b) the consummation of the transactions contemplated hereby.

(e) There are no claims, actions, disputes, suits, investigations or proceedings pending or, to the best knowledge of the Company, threatened against the Company or any of the properties or assets of the Company, by or before any court, administrative agency or other governmental authority or any arbitrator which could prevent performance or enforcement of the transactions contemplated hereby or have an adverse effect on the business, assets or condition of the Company.

(f) The Company represents that each of the documents, instruments, agreements and other supplemental information provided to the Subscriber by the Company or

its agents in connection with this subscription, did not and will not include any untrue statement of a material fact or did not and will not omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

5. Indemnification. (a) The Subscriber hereby agrees to indemnify and hold harmless the Company, its officers, directors, controlling persons, agents, advisors, representatives and employees, from and against any and all loss, damage, expense, claim, action, suit or proceeding (including reasonable attorneys' fees and expenses) or liabilities due to or arising out of a breach of any representation, warranty, covenant or acknowledgments made by the Subscriber herein.

(b) The Company hereby agrees to indemnify and hold harmless the Subscriber and, if applicable, its officers, directors, controlling persons, agents, advisors, representatives and employees, from and against any and all loss, damage, expense, claim, action, suit or proceeding (including reasonable attorneys' fees and expenses) or liabilities due to or arising out of a breach of any representation, warranty, covenant or acknowledgements made by the Company herein.

All representations, warranties, covenants and acknowledgements contained in this Subscription Agreement and in the Subscriber Questionnaire and the indemnification contained in this paragraph 5 shall survive the acceptance of this subscription.

6. Modification. Neither this Subscription Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

7. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed to have been duly made when delivered to, or if mailed by registered or certified mail, return receipt requested, five (5) days after mailing:

(a) if to the Subscriber, the address set forth on the signature page of this Subscription Agreement; or

(b) if to the Company, the address set forth on the first page of this Subscription Agreement; or

(c) to such other address as the Subscriber or the Company may hereafter have advised the other.

8. Successors and Assigns. Except as otherwise specifically provided in this Subscription Agreement, this Subscription Agreement shall be binding upon and inure to the benefit of the parties and their transferees, including without limitation, their legal representatives, heirs, administrators, executors, successors and permitted assigns.

9. Entire Agreement. This Subscription Agreement contains the entire agreement of the parties with respect to the matters set forth herein and there are no

representations, covenants or other agreements except as stated or referred to herein or as are embodied in the Offering Documents.

10. Governing Law. THIS SUBSCRIPTION AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REFERENCE TO THE CONFLICT OR CHOICE OF LAWS PROVISIONS THEREOF.

11. Construction. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or the neuter gender shall include the masculine, the feminine and the neuter. The term "include" and its forms shall be construed as if followed by the phrase "without limitation."

12. Captions. Captions contained in this Subscription Agreement are inserted only as a matter of convenience and shall in no way define, limit or extend the scope or intent of this Subscription Agreement or any provision hereof or in any way affect the construction or interpretation hereof.

13. Severability. If any provision of this Subscription Agreement, or the application of such provision to any person, entity or circumstance, shall be held invalid, the remainder of this Subscription Agreement, or the application of such provision to persons, entities or circumstances other than those to which it is held invalid, shall not be affected thereby.

14. Blue Sky Qualification. The Subscriber' s right to purchase Membership Interest under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Membership Interest from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the relevant jurisdiction.

15. Counterparts. This Subscription Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of the 17th day of October 2013.

$ Amount Subscribed	% of Class 'A' Voting Membership
$1,000,000	1.5%

Name: MATTHEW S. FARKAS
Title: CEO TGC FARKAS FUNDING LLC

Type of Ownership:
(Check one)

_____	Individual	_____	As Custodian for
_____	Joint tenants with rights of survivorship	_____	Under UGMA for State of _____
_____	Tenants in common	_____	
_____	Tenants by the entirety	_____	Corporation
_____	Keogh	✓	Company
_____	Community Property	_____	Trust/Estate/Pension or Profit Sharing Plan Date Opened: _____
_____	IRA		
_____	Others (specify) _____		

_____
Residence or Entity Address
NEW YORK, NEW YORK 10021
City, State and Zip Code

_____
Mailing Address
(if different from preceding)

_____
City, State and Zip Code

_____
Social Security or Federal Tax Identification Number of Subscriber

646-226-0674
Telephone Number

_____
Facsimile Number

Agreed and Accepted as of the 17 day of Oct., 2013

First 100, LLC

By _____
Name: Christopher Morgando
Title: Director

JURISDICTIONAL NOTICES

Residents of All States:

THE MEMBERSHIP INTEREST OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THEMEMBERSHIP INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. SUBSCRIBERS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE MEMBERSHIP INTEREST HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

California Residents:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THE MEMBERSHIP INTEREST, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER' S RULES.

Connecticut Residents:

THE MEMBERSHIP INTEREST HAS NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THE OFFERING OF THE MEMBERSHIP INTEREST. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE MEMBERSHIP INTEREST HAS NOT BEEN REGISTERED UNDER SECTION 36-485 OF THE CONNECTICUT UNIFORM SECURITIES ACT AND CANNOT BE RESOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THAT ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THAT ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THAT ACT.

Florida Residents:

THE MEMBERSHIP INTEREST HAS NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT IN RELIANCE UPON EXEMPTION PROVISIONS

CONTAINED THEREIN. WHEN SALES ARE MADE TO FIVE (5) OR MORE PERSONS IN THE STATE OF FLORIDA PURSUANT TO SUCH EXEMPTION, ANY SUCH SALE IS VOIDABLE BY THE SUBSCRIBER WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE SUBSCRIBER TO THE COMPANY OR AN AGENT OF THE COMPANY. A WITHDRAWAL WITHIN SUCH THREE (3) DAY PERIOD WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, A SUBSCRIBER NEED ONLY SEND A LETTER OR TELEGRAM TO THE COMPANY AT THE ADDRESS SET FORTH IN THIS MEMORANDUM, INDICATING SUCH SUBSCRIBER' S INTENTION TO WITHDRAW.

SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE THIRD BUSINESS DAY AS DESCRIBED IN THE PRIOR PARAGRAPH. IT IS ADVISABLE TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME IT WAS MAILED. IF THE REQUEST IS MADE ORALLY, IN PERSON OR BY TELEPHONE, TO AN OFFICER OF THE COMPANY, A WRITTEN CONFIRMATION THAT THE REQUEST HAS BEEN RECEIVED SHOULD BE REQUESTED.

Illinois Residents:

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECRETARY OF STATE OF ILLINOIS OR THE STATE OF ILLINOIS, NOR HAS THE SECRETARY OF STATE OF ILLINOIS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Massachusetts Residents:

THE SECURITIES DIVISION OF THE OFFICE OF THE SECRETARY OF STATE OF THE COMMONWEALTH OF MASSACHUSETTS HAS STATED IN A WRITTEN POLICY THAT IT VIEWS FORWARD LOOKING FINANCING INFORMATION AS HIGHLY SUSPECT AS A BASIS FOR MAKING INVESTMENT DECISIONS. THE MEMBERSHIP INTEREST IS BEING OFFERED IN MASSACHUSETTS ONLY TO ACCREDITED INDIVIDUAL INVESTORS AND TO CERTAIN OTHER INSTITUTIONAL ACCREDITED INVESTORS. EACH MASSACHUSETTS SUBSCRIBER WILL BE REQUIRED TO REPRESENT TO THE COMPANY THAT SUCH SUBSCRIBER IS, BY REASON OF ITS INVESTMENT EXPERIENCE AND SOPHISTICATION, FULLY CAPABLE OF UNDERSTANDING AND EVALUATING THE PROJECTED FINANCIAL INFORMATION SET FORTH HEREIN.

Nevada Residents:

THIS SUBSCRIBER AGREEMENT HAS NOT BEEN FILED WITH OR REVIEWED BY THE BUREAU OF SECURITIES OF THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEVADA PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF NEVADA HAS NOT PASSED UPON OR ENDORSED

THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

New York Residents:

THIS SUBSCRIBER AGREEMENT HAS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATIONS TO THE CONTRARY ARE UNLAWFUL.

North Carolina Residents:

IN MAKING ANY INVESTMENT DECISION SUBSCRIBERS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE MEMBERSHIP INTERESTS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ACCURACY OF THE OFFERING DOCUMENTS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE MEMBERSHIP INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933 AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. SUBSCRIBERS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF AN INVESTMENT IN THE MEMBERSHIP INTEREST FOR AN INDEFINITE PERIOD OF TIME.

Pennsylvania Residents:

UNDER PROVISIONS OF THE PENNSYLVANIA SECURITIES ACT OF 1972, EACH PENNSYLVANIA RESIDENT SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY, TO THE SELLER, UNDERWRITER (IF ANY) OR ANY PERSON, WITHIN TWO (2) BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE COMPANY OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO WRITTEN BINDING CONTRACT OF PURCHASE, WITHIN TWO (2) BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED.

TO ACCOMPLISH THIS WITHDRAWAL, A SUBSCRIBER NEED ONLY SEND A LETTER OR TELEGRAM TO THE SELLING AGENT AT THE ADDRESS SET FORTH IN THE TEXT OF THIS SUBSCRIPTION BOOKLET, INDICATING HIS OR HER INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IT IS PRUDENT TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE

THE TIME WHEN IT WAS MAILED. IF THE REQUEST IS MADE ORALLY (IN PERSON OR BY TELEPHONE, TO THE SELLING AGENT AT THE NUMBER LISTED IN THE TEXT OF THIS SUBSCRIPTION BOOKLET), A WRITTEN CONFIRMATION THAT THE REQUEST HAS BEEN RECEIVED SHOULD BE REQUESTED.

IT IS THE RESPONSIBILITY OF ANY SUBSCRIBER PURCHASING MEMBERSHIP INTEREST PURSUANT TO THIS OFFERING TO SATISFY ITSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE REQUIREMENT.

CERTAIN TAX CONSIDERATIONS

PROSPECTIVE PURCHASERS OF THE MEMBERSHIP INTEREST ARE URGED TO CONSULT THEIR TAX ADVISORS CONCERNING THE FEDERAL INCOME TAX CONSEQUENCES TO THEM OF ACQUIRING, OWNING OR DISPOSING OF THE MEMBERSHIP INTEREST, AS WELL AS THE APPLICATION OF STATE, LOCAL AND FOREIGN INCOME AND OTHER TAX LAWS. THE FOLLOWING HIGHLIGHTS CERTAIN FEDERAL CONSEQUENCES. IT DOES NOT PURPORT TO BE COMPLETE.

Because each Subscriber is subscribing for Membership Interest, the price paid for such Membership Interest must be ascribed to the Membership Interest in accordance with their relative fair market values on the issue date to determine the issue price of each security. The Company will provide each Subscriber with its determination of such allocation, which is binding on the Subscriber unless such Subscriber discloses the use of a different allocation in a statement attached to such Subscribers' federal income tax return for the year in which the acquisition occurs. Any Subscriber who uses a different allocation than that provided by the Company should consult with the Subscriber' s tax advisors as to the consequences of such allocation. No assurance can be given, however, that the Internal Revenue Service ("IRS") will not challenge either the Company' s determination or any other allocation proposed by a Subscriber.

Dividend payments on the Membership Interest may be taxable as ordinary income when received or accrued by the Subscriber in accordance with such Subscriber's method of accounting.

Annex A

SUBSCRIBER QUESTIONNAIRE

THE FOLLOWING MUST BE COMPLETED BY ALL SUBSCRIBERS WHICH ARE NOT NATURAL PERSONS

ITEM 1. ALL SUBSCRIBERS MUST INITIAL THE FOLLOWING:

W.F. The undersigned understands that the representations contained in this Subscriber Questionnaire qualifying or disqualifying it as an accredited investor as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Act"), are made for the purpose of inducing a sale of securities to the undersigned. The undersigned understands and acknowledges that First 100, LLC. (the "Company") will rely upon such representations. The undersigned hereby represents that the statement or statements initialed below are true and correct in all respect, and the undersigned will notify the Company immediately of any material change in any of the information contained in such statement or statements. The undersigned understands that any false representations may constitute a violation of law and that any company or person who suffers damages as a result of such false representations may have a claim against it for damages.

ITEM 2. A SUBSCRIBER SHOULD INITIAL ANY OF THE FOLLOWING STATEMENTS THAT APPLY TO IT:

___ (a) The undersigned certifies that it is an accredited investor because it is either (i) a bank as defined in Section 3(a)(2) of the Act, or savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity, (ii) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended, (iii) an insurance company as defined in Section 2(13) of the Act, (iv) an investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act"), or a business development company registered under the Investment Company Act or a business development company as defined in Section 2(a)(48) of the Investment Company Act, (v) a small business investment company licensed by the U.S. Small Business Administration under Section 30 1(c) or (d) of the Small Business Investment Act of 1958, as amended, (v) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000, or (vii) an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if investment decisions are made by a plan fiduciary, as defined in Section 3(2 1) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or an employee benefit plan that has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

___ (b) The undersigned certifies that it is an accredited investor because it is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.

___ (c) The undersigned certifies that it is an accredited investor because it is an organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Company' s securities, with total assets in excess of $5,000,000.

___ (d) The undersigned certifies that it is an accredited investor because it is a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Company' s securities, whose purchases of securities are directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in the Company.

MJF (e) The undersigned certifies that it is an accredited investor because it is an entity in which all of the equity owners are accredited investors described in paragraphs (a) - (d) above. Each such equity owner must also properly complete and submit a Subscriber Questionnaire as if such equity owner was a shareholder. Such additional Questionnaires are available upon request from the Company.

IN WITNESS WHEREOF, I have executed this Subscriber Questionnaire this 17TH day of OCTOBER, 2013), and declare that it is truthful and correct to the best of my knowledge.

Name: MATTHEW S. FARKAS
Title: CEO TGC FARKAS FUNDING LLC

* * *

EXHIBIT C-2

MEMBERSHIP INTEREST REDEMPTION AGREEMENT

This Redemption Agreement ("Agreement") is entered into this 15th day of April, 2017, by and between 1st One Hundred Holdings, LLC, a Nevada limited liability company (the "Company") and TCG/Farkas Funding, LLC, a limited liability company (the "Redeemer").

RECITALS:

WHEREAS, the Company desires to redeem all of Redeemer's membership interests in the Company, as well as any interest claimed in any and all subsidiaries (the "Redeemer Membership Interest"); and

WHEREAS, Redeemer desires to sell, transfer, and convey the Redeemer Membership Interest, and terminate all agreements relating to its interest in the ownership and operation of the Company, including but not limited to all rights and obligations under the Company's Operating Agreement dated as of December 4, 2013 (the "Operating Agreement"), according to the terms and conditions hereof;

WHEREAS, Redeemer acknowledges that it received the Disclosure Document attached as Exhibit A hereto, which Company believes provides all information that the Company considers necessary or appropriate to enable the Seller to decide whether to enter into this Agreement and to consummate the transaction contemplated herein; and

WHEREAS, Redeemer acknowledges that it has reviewed the Disclosure Document and has had an opportunity to request any additional information from Company and consult with counsel;

NOW THEREFORE, in consideration of the Company's payment of One Million Five Hundred Thousand Dollars ($1,500,000.00) per percentage of Membership Interest (or any fraction thereof at a prorated amount) to Redeemer, the mutual release, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

1. Redemption of Redeemer Membership Interest. Upon Closing (described below), as of that date and without further action by any party hereto (a) the Company shall be deemed to have redeemed the Redeemer Membership Interest, and all of Redeemer's rights and obligations under the Operating Agreement shall be deemed to have terminated; (b) upon such redemption, Redeemer shall be deemed to have released all rights, benefits and obligations of ownership of the Redeemer Membership Interest, and any other rights or benefits, relating to ownership or operation of the Company; and (c) Redeemer does ratify, confirm and approve of all actions and decisions of Company, its subsidiaries and its management, from inception to date.

2. Consideration.

    a. Redemption of 1st One Hundred Holdings, LLC Interest.
        i. The Company redeems the Redeemer Membership Interest upon both:
            - The return of this Redemption Agreement executed by Redeemer, and
            - the payment by Company to Redeemer of such amount due as a result of this redemption.
        ii. No Membership Interest shall be deemed to have been redeemed until all payments are provided by the Company to Redeemer upon redemption.
    b. Order of Payment of Redemptions.
    Membership Interest redemption payments will be made after payment of all Company tax obligations, debt, accounts payable and Preferred Membership Interest redemption is paid.

    Membership Interest redemption shall be paid to Redeemer as funds are recovered by Company in the order of Company's receipt of Redeemers signed Membership Interest

Redemption Agreements. As monies are recovered, payments will be made to each Redeemer in full in the order such Redeemer's Redemption Agreement and Redeemer Membership Interest certificates issued by the Company. are received by Maier Gutierrez Ayon at 8816 Spanish Ridge Ave, Las Vegas, NV 89148, until the earlier of the Company cannot recover any further funds or all such redemptions are paid. Notwithstanding the foregoing, failure by Redeemer to return the Redeemer Membership Interest certificates shall not be construed as a retention by Redeemer of any ownership or other rights in the Redeemer Membership Interest and such certificate(s) shall be rendered void automatically and without further action by Company immediately upon payment by Company of the redemption amount. Pursuant to Section 6(c) hereof, Redeemer agrees to execute such further documents as the Company may request to formalize the voiding of the certificates.

c. Paymaster.
Payments shall be issued directly from the Company's attorney trust account (acting as paymaster) to Redeemer. Redeemer agrees to execute such instructions and/or documents, and provide such information, as the paymaster shall request in connection with making payments under this Agreement. References to payments made by the Company contained herein shall include any payments made by the paymaster on the Company's behalf.

In the event any Redeemer enters an objection to paymaster's function, all remaining funds subject to disbursement will be directed to be distributed to Company for Company's distribution and Redeemer agrees to this direction in the event of a dispute.

3. Representations and Warranties.

(a) Redeemer's Representation and Warranties. Redeemer represents and warrants:

(i) Good Standing. Redeemer is either an individual or a company, duly organized, validly existing and in good standing under the laws of its respective state.

(ii) Authority. Redeemer has the right, power, legal capacity and authority to enter into and perform all obligations under this Agreement. No approval, consent, order or authorization of, or registration filing with, or notice to, any governmental or public body or authorities or any other person or party is required to give effect to this Agreement.

(iii) Title. Redeemer is the lawful record owner of the Redeemer Membership Interest, and has good title to the Redeemer Membership Interest, free and clear of any liens, encumbrances, security agreements, pledges, options, other purchase rights, or other encumbrances of any kind. Redeemer has not transferred, assigned or pledged the Redeemer Membership Interest to any third party.

(iv) No Breach or Violation. The consummation of the transactions contemplated by this Agreement will not result in or constitute a default or event that, without notice, lapse of time, or both, or the occurrence or nonoccurrence of any other event that would be a default, breach or violation of Redeemer's organizational documents, or any contract, agreement, or commitment to which Redeemer is a party or by which it is bound. The execution, delivery and performance by Redeemer of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) require any consent or other action by any person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration of any right or obligation of Redeemer or to a loss of any benefit to which Redeemer is entitled under any provision of any agreement or other instrument binding upon Redeemer or any of its assets or properties or (ii) result in the creation or imposition of any lien on any asset of Redeemer.

(v) Total Membership Interests. Neither Redeemer nor any affiliate of Redeemer beneficially owns (i) any other membership interests or other securities of the Company, (ii) any securities convertible into or exchangeable for membership interests of the Company (whether or not such securities are currently exercisable), or (iii) any options or other rights to acquire any membership interests or other securities of the Company.

(vi) Finder's Fees. No investment banker, broker, finder or other intermediary is entitled to a fee or commission from the Company in respect of this Agreement based upon any arrangement or agreement made by or on behalf of Redeemer or any of its affiliates.

(vii) Non-Reliance. Redeemer is an informed and sophisticated party and, in making the decision to enter into this Agreement and consummate the transactions contemplated hereby, has relied solely on its own independent analysis and investigation as of the date hereof and not on any information provided by the Company (other than the representations and warranties contained in this Agreement or as otherwise expressly stated in this Agreement). Except for the representations and warranties contained in Section 3(b) or as otherwise expressly stated herein, Redeemer acknowledges that none of the Company or any of its subsidiaries or its affiliates, or any other person on behalf of the Company or any of its subsidiaries or its affiliates, makes or has made any other express or implied representation or warranty in connection with the transactions contemplated by this Agreement.

Section 3.09. Private Offering. None of Redeemer or its affiliates has issued, sold or offered any security of the Company to any person under circumstances that would cause the transfer of the Redeemer Membership Interests, as contemplated by this Agreement, to be subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"). None of Redeemer or its affiliates will offer the Redeemer Membership Interests or any part thereof or any similar securities for issuance or sale to, or solicit any offer to acquire any of the same from, any person so as to make the transfer of the Redeemer Membership Interests subject to the registration requirements of Section 5 of the Securities Act. Transfer of the Redeemer Membership Interests hereunder is exempt from the registration and prospectus delivery requirements of the Securities Act.(b) Company Representations and Warranties.

(i) Good Standing. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada.

(ii) Authority. The Company has the right, power, legal capacity and authority to enter into and perform all obligations under this Agreement. No approval, consent, order or authorization of, or registration filing with, or notice to, any governmental or public body or authorities is required to give effect to this Agreement.

(iii) No Breach or Violation. The consummation of the transactions contemplated by this Agreement will not result in or constitute a default or event that, without notice, lapse of time, or both, or the occurrence or nonoccurrence of any other event that would be a default, breach or violation of the organizational documents of the Company, or any contract, agreement, or commitment to which the Company is a party or by which the Company is bound.

4. Mutual Release.

(a) In further consideration for each party's execution of this Agreement and performance of transactions contemplated herein, each of the parties hereto unconditionally and irrevocably acquits and forever fully releases and discharges each other party, and each of their affiliates, partners, parents, subsidiaries, officers, employees, agents, attorneys, principals, directors, and shareholders of each such party, and their respective heirs, legal representatives, successors and assigns (collectively "Releasees"), from any all claims, demands, causes of action obligations, remedies, suits, damages and liabilities of any nature whatsoever, whether now known, suspected or claimed, whether arising under common law, inequity, or under statute, which such party has ever had or now has against any of the other parties, and which may have arisen at any time prior to the Closing, and/or which are in any manner related to ownership of the Redeemer Membership Interest, the Company's Operating Agreement, and/or related documents, instruments or agreements relating to the ownership and operation of the Company or the enforcement of, attempted or threatened enforcement by any parties of any of their respective common rights, remedies, or recourse related thereto (the "Released Claims"). Each party covenants and agrees not to ever commence, voluntarily aid in any way, prosecute, or cause to be commenced or prosecuted against any of the Releasees, any action or other proceeding based upon any of the Released Claims. Notwithstanding the foregoing, nothing in this Section 4(a) shall be construed as a waiver of any claims arising from Sections 6(j) or 6(k) of this Agreement.

(b) Each of the parties hereto understands, acknowledges and agrees that the release set forth above may be asserted as a full and complete defense, and may be used for a basis for an injunction against, any action,

suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) The parties hereto agree that no fact, events, circumstances, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

5. Closing. The closing of the Redemption Transaction described herein shall be conducted on the date (the "Closing Date") of, and shall be effective simultaneously with, the execution and delivery of the documents reflecting the Membership Interest Redemption Agreement between Redeemer and the Company and further the payment by Company to Redeemer of the Redemption amount.

6. Miscellaneous Provisions.

(a) Expenses. Each of the Company and the Redeemer agrees to pay their respective fees and expenses, their financial advisors and legal counsel upon Closing.

(b) Governing Law. This Agreement shall be construed and enforced in accordance with the rights of the parties and the rights of the parties shall be governed by, the State of Nevada. Each of the parties agree that any legal action between the parties, or any of them, relating to this Agreement, the interpretation of the terms hereof whether the performance hereof or the consummation of the transactions contemplated herein, whether in tort or contract or at law or in equity shall exclusively be brought in a state court located in Clark County, Nevada having jurisdiction of the subject matter thereof, and each party irrevocably: (i) consents to personal jurisdiction in any such state court; (ii) waives any objection to laying venue in any such action or proceeding in any such court, and (iii) waives any immunity from suit and/or any objection that any such court is an inconvenient forum or does not have jurisdiction over any party hereto.

(c) Further Assurances. From time to time hereafter, each party at the request of the other, and without further consideration, agrees to execute and deliver, or cause to executed and delivered at its expense such other instruments of transfer and/or other documentation as reasonably may be requested by the other in order to effectuate the transactions contemplated by this Agreement.

(d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures to this Agreement or any other document required to be delivered at Closing pursuant to this Agreement shall be binding on the parties.

(e) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or, invalidity, without invalidating the reminder of such provision or the remaining provisions of this Agreement.

(f) Benefit. This Agreement shall inure to the benefit and shall be binding upon all the parties, their legal representatives, successors, heirs and assigns.

(g) Paragraph Headings. Paragraph headings in this Agreement are for convenience only and are not to be construed as a part hereof or in any way limiting or amplifying the provisions hereof.

(h) Rule of Construction. The parties hereto acknowledge that this Agreement was reached by a process of negotiation with the benefit of legal representation, and agree that: (i) the rule of construction to the effect that any ambiguities are revolved against the drafting party shall not be employed in the interpretation of this Agreement; and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

(i) Entire Agreement. This Agreement sets forth the entire agreement of the parties and shall not be amended, modified, or otherwise changed except in a writing signed by both parties and incorporating this Agreement by reference.

(j) Confidentiality. This Agreement and all information that each of the Company or Redeemer (as applicable, the "Discloser") has disclosed or provided to the other party (as applicable, the "Recipient"), whether written or otherwise, in connection with the transactions contemplated hereby and the negotiations and discussions that have occurred between Redeemer and the Company in connection therewith (collectively, the "Information"), shall be treated as confidential by the Recipient and the Recipient shall use commercially reasonable efforts not to disclose the Information to any other Person. For purposes hereof, a Recipient shall be deemed to use commercially reasonable efforts not to disclose Information if it uses the same standard of care with respect to such Information as the Recipient uses with its own confidential information of similar kind and character, but not less than reasonable care. Notwithstanding the foregoing, (A) Information does not include information which: (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Recipient, (ii) is or becomes available to the Recipient on a non-confidential basis from a source other than the Discloser, (iii) was possessed or known by the Recipient prior to the disclosure thereof to the Recipient by the Discloser, or (iv) was or is developed by the Recipient without reference to the Information, (B) Information may be disclosed by Recipient to its, and its Affiliates', Representatives, and the Recipient shall use commercially reasonable efforts to cause its, and its Affiliates', Representatives to abide by the terms of this Section 6(j), and (C) nothing in this Section 6(j) shall prohibit disclosure of Information by any party to the extent that such disclosure is (i) required by applicable law (including the rules or regulations of any applicable governmental authority or other regulatory or self-regulatory body, (ii) made pursuant to subpoena or other court or governmental authority proceedings, (iii) made in any litigation regarding this Agreement or the transactions contemplated hereby, or (iv) made with the prior written consent of the other party. To the extent disclosure is required by applicable law, the disclosing party will, to the extent permitted by applicable law, provide as much advance notice to the other party of such proposed disclosure (including timing and content) as is reasonably practicable.

(k) The parties agree that they will not make any negative or disparaging statements (orally or in writing) about the other party hereto or any of their respective owners, managers, officers, attorneys, partners, shareholders, employees, products, services, or business practices.

(l) Any and all prior acts of 1st One Hundred Holdings, LLC (and its related entities, management, Members, Officers, Directors, employees), including, but not limited to: investments, divestures, expenditures, advances, disbursements or other transactions, financial or otherwise, are hereby ratified, approved adopted and confirmed by the undersigned.

IN WITNESS WHEREOF, the undersigned have caused this Redemption Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

REDEEMER

By: _____

Its: VP FINANCE

REDEEMER

By: _____

Its:

1st ONE HUNDRED HOLDINGS, LLC

By: _____
Jay Bloom

Its: Director

1st ONE HUNDRED HOLDINGS, LLC
EMPLOYEE ADDENDUM TO MEMBERSHIP INTEREST REDEMPTION AGREEMENT
Modification of Amount of Company Payment

Pursuant to the "Membership Interest Redemption Agreement" between the parties, the redemption amount set forth in the recitals shall be modified by adding an additional sentence at the end of this section which provides as follows:

In consideration of service as an employee of First 100, LLC and/or 1st One Hundred Holdings, LLC., the amount calculated as payable to the Redeemer for that equity received in consideration of service to the company shall be multiplied by 1.833 times the amount calculated above.

IN WITNESS WHEREOF, the undersigned have caused this Redemption Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

REDEEMER

By: _____

Its: VP FINANCE

1st ONE HUNDRED HOLDINGS, LLC

By: _____
Jay Bloom

Its: Director

REDEEMER

By: _____

Its:

EXHIBIT “D”

SUPPLEMENTAL DECLARATION OF ADAM FLATTO

I, Adam Flatto ("Declarant"), declare as follows:

1. I am the manager of TGC Investor 100, LLC, 50% member of TGC/Farkas Funding, LLC ("Claimant"). I am competent to testify to the matters asserted herein, of which I have personal knowledge, except as to those matters stated upon information and belief. As to those matters stated upon information and belief, I believe them to be true.

2. Attached hereto is a true and correct copy of Claimant's Limited Liability Agreement (the "Operating Agreement").

3. As explicitly set forth in the Operating Agreement, TGC/Farkas Funding, LLC ("Claimant") was formed as an investment vehicle relating to the $1 million capital contribution to First 100, LLC, and Matthew Farkas' 2% interest vested in First 100, LLC. *See* the Recitals.

4. Matthew Farkas was, and still is, the "Administrative Member" of Claimant, as that term is defined in the Operating Agreement. See Sect. 4.1.

5. Under Section 3.4 of the Operating Agreement, the Administrative Member can only take action to bind Claimant after consultation with, and upon the consent of, all Claimant members.

6. TGC Investor 100, LLC did not consent to any redemption of the 3% membership interest in First 100, LLC. The request for redemption appeared to reflect an interest in an entity which was unknown to me, resulting in questions as to what interest was being redeemed and whether there was a contention Claimant's interest had been converted into ownership in another entity. The request for redemption is one of the reasons for Claimant seeking to inspect the business records of both entities.

7. Claimant did not receive any communication disputing its membership had been effectuated from First 100, LLC until after a request for records was provided to counsel. As previously provided, a schedule K-1 tax form reflecting 3% membership interest was provided to reflect the membership interest in federal tax filings.

Garman Turner Gordon LLP
Attorneys At Law
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
(725) 777-3000

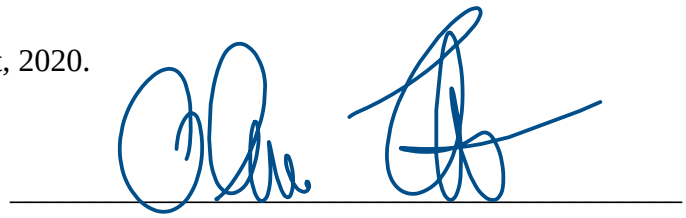
8. Claimant did not receive any distribution relating to the 3% membership interest in First 100, LLC, nor any notice of dissolution, merger or otherwise that would adversely impact such interest.

9. The Operating Agreement for 1st One Hundred Holdings, LLC reflects a 1.5% membership interest in 1st One Hundred Holdings, LLC held by Claimant.

10. Claimant has not ever received a fully executed copy of the Redemption Agreement indicating that it was signed by Mr. Farkas on behalf of Claimant.

11. Claimant has not received any distribution from 1st One Hundred Holdings, LLC, and there has been no Certificate of Dissolution, accounting or other information provided from 1st One Hundred Holdings, LLC since the April 2017 Redemption Agreement.

Dated this 13th day of August, 2020.



Adam Flatto

Garman Turner Gordon LLP
Attorneys At Law
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
(725) 777-3000

Exhibit 1

LIMITED LIABILITY COMPANY AGREEMENT

OF

TGC/FARKAS FUNDING LLC

A Delaware Limited Liability Company

Dated as of October 21, 2013

ARTICLE I

DEFINITIONS

ARTICLE II

GENERAL PROVISIONS

ARTICLE III

MEMBERS

ARTICLE IV

MANAGEMENT

ARTICLE V

CAPITAL STRUCTURE AND CONTRIBUTIONS

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

ARTICLE VII

BOOKS AND REPORTS

ARTICLE VIII

TRANSFERS OF COMMON INTERESTS; PARTIAL REDEMPTION

ARTICLE IX

DISSOLUTION OF THE COMPANY

ARTICLE X

MISCELLANEOUS

LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING LLC

AGREEMENT OF LIMITED LIABILITY COMPANY of TGC/FARKAS FUNDING LLC (the "Company"), dated as of October 21, 2013 (the "Effective Date"), among the persons listed on Schedule A attached hereto (individually, a "Member" and, collectively, the "Members").

RECITALS

WHEREAS, the Members have formed the Company in accordance with the provisions of the Delaware Limited Liability Company Act, as amended from time to time (the "Act"), and desire to enter into a written agreement pursuant to the Act governing the affairs of the Company and the conduct of its business;

WHEREAS, Matthew Farkas ("Farkas") has been granted a two percent (2%) membership interest (the "2% Interest") in First 100, LLC, a Nevada limited liability company (the "Investment Vehicle") 1.5% of which shall be subject to vesting over a period of three (3) years, as evidenced by the vesting letter attached as Exhibit A hereto;

WHEREAS, as of the date hereof, Farkas has contributed all of his right, title and interest in and to the 2% Interest to the Company in exchange for a fifty percent (50%) membership interest in the Company;

WHEREAS, TGC 100 Investor, LLC, a Delaware limited liability company ("TGC Investor"), has the right to purchase a one percent (1%) Class A Voting Membership Interest (the "1% Class A Interest") in the Investment Vehicle and has contributed this right to the Company, together with a capital contribution in the amount of the 1% Class A Interest purchase price, in exchange for a fifty percent (50%) membership interest in the Company; and

WHEREAS, the Members party hereto desire to enter into this Agreement in order to document their business and economic relationship.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Act. For all purposes of this Agreement, except as otherwise expressly required or unless the context clearly indicates a contrary intent, the terms set forth below shall have the following meanings:

"1% Class A Interests" has the meaning set forth in the Recitals hereof.

"2% Interest" has the meaning set forth in the Recitals hereof.

"Act" has the meaning set forth in the Recitals hereof.

"Agreement" shall mean this Agreement of Limited Liability Company of TGC/Farkas Funding LLC.

"Administrative Member" has the meaning set forth in Section 4.1(c) hereof.

"Business Days" shall mean any day on which commercial banking institutions in the City of New York are not authorized or required to close.

"Capital Commitment" shall mean, for any Member, the amounts set forth opposite such Member's name on Schedule B hereto, as the same may be amended from time to time in accordance with this Agreement.

"Capital Contribution" shall mean, for any Member, at any time, the amount of capital actually contributed to the Company by such Member on or prior to such time which has not been paid back to such Member.

"Certificate of Formation" has the meaning set forth in Section 2.1 hereof.

"Code" has the meaning set forth in Section 6.44 hereof.

"Common Interests" has the meaning set forth in Section 5.1 hereof.

"Company" has the meaning set forth in the Introductory Paragraph hereof.

"Consent to Assignment" has the meaning set forth in Section 5.5 hereof.

"Covered Persons" has the meaning set forth in Section 4.3 hereof.

"Distributable Cash" shall mean, unless otherwise expressly stated herein, the cash proceeds from the operations of the Company, net of all related costs and expenses.

"Effective Date" has the meaning set forth in the Introductory Paragraph hereof.

"Event of Termination" has the meaning set forth in Section 9.1.

"Farkas" has the meaning set forth in the Recitals hereof.

"Fiscal Year" has the meaning set forth in Section 2.9.

"Initial Capital Contribution" has the meaning set forth in Section 5.2.

"Investment Vehicle" has the meaning set forth in the Recitals.

"Member" has the meaning set forth in the Introductory Paragraph.

"Membership Interest" shall mean each Member's ownership interest in the Company.

"Membership Interest Percentage" has the meaning set forth in Section 3.1(a) hereof.

"Person" means any individual, corporation, general or limited partnership, limited liability company, limited liability partnership, joint venture, estate, trust, joint stock company, unincorporated association, any other entity, any governmental authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Preferred Rate" shall mean shall mean a sum equal to three percent (3.0%) per annum, determined on the basis of a year of 365 or 366 days, as the case may be, for the actual number of days in the period for which the Preferred Return is being determined.

"Preferred Return" shall mean, commencing on the date hereof and thereafter, an amount required for TGC Investor to receive a return on its Capital Account balance as of the first day of the relevant Fiscal Period equal to the Preferred Rate, compounded annually, which amount shall accumulate to the extent not paid pursuant to Section 6.1(b).

"Secretary of State" has the meaning set forth in Section 2.1 hereof.

"TGC Investor" has the meaning set forth in the Recitals hereof.

"Transfer" has the meaning set forth in Section 8.1.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Formation. The Members have formed the Company as a limited liability company pursuant to the Act. A Certificate of Formation described in Section 18-201 of the Act (the "Certificate of Formation") was filed with the Secretary of State of the State of Delaware (the "Secretary of State") on October 18, 2013 in conformity with the Act. Catherine Ledyard, as an authorized person within the meaning of the Act, was expressly authorized to execute and file the Certificate of Formation. The Administrative Member (as hereinafter defined), on behalf of the Company shall execute or cause to be executed from time to time all other instruments, certificates, notices and documents and shall do or cause to be done all such acts and things as may now or hereafter be required for the formation, valid existence and, when appropriate, termination of the Company as a limited liability company under the laws of the State of Delaware.

Section 2.2 Company Name. The name of the Company shall be "TGC/Farkas Funding LLC". The business of the Company may be conducted under such other names as the Members may from time to time determine, provided that the Company complies with all relevant state laws relating to the use of fictitious and assumed names.

Section 2.3 Place of Business; Principal Office. The principal and chief executive office of the Company shall be located at the offices of TGC Investor in New York, New York or such other place that the Members shall determine. The books and records of the Company shall be kept and maintained at the principal office of the Company.

Section 2.4 Purpose; Nature of Business Permitted; Powers. The Company is formed for the purpose of owning not less than a three percent (3.0%) membership interest in the Investment Vehicle, and to engage in any and all activities that may be necessary, incidental or advisable to the foregoing. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, insofar as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

Section 2.5 Business Transactions of a Member with the Company. In accordance with Section 18-107 of the Act, a Member may lend money to, borrow

money from, act as surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with, the Company and, subject to applicable law, shall have the same rights and obligations with respect to any such matter as a Person who is not a Member. The Company shall not lend money to, act as a surety, guarantor or endorser for, guarantee or assume on or more obligations of, or provide collateral for a Member.

Section 2.6 Company Property. No real or other property of the Company shall be deemed to be owned by a Member individually, but shall be owned by and title shall be vested solely in the Company. The Common Interests in the Company held by the Members shall constitute personal property of the Members.

Section 2.7 Term. The existence of the Company commenced on the date of the filing of the Certificate of Formation in the office of the Secretary of State of the State of Delaware in accordance with the Act, and, subject to the provisions of Article X hereof, the Company shall have perpetual life.

Section 2.8 No State Law Partnership. The Members intend that the Company not be a partnership (including a limited partnership) or joint venture and that no Member be a partner or joint venturer of any other Member for any purposes other than applicable tax laws. This Agreement may not be construed to suggest otherwise.

Section 2.9 Fiscal Year. The fiscal year of the Company (the "Fiscal Year") for financial statement and federal income tax purposes shall be the calendar year. The Company shall have the same fiscal year for tax and accounting purposes.

Section 2.10 Tax Treatment. The Company shall be treated as a partnership for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Members and the Company shall timely make any and all necessary elections and filings for the Company to be treated as a partnership for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

Section 2.11 Registered Office and Agency. The address of the registered office of the Company in the State of Delaware is Corporation Services Company, 2711 Centerville Road, in the City of Wilmington, County of New Castle, State of Delaware 19808. Such office and such agent may be changed from time to time by the Members.

ARTICLE III

MEMBERS

Section 3.1 Members. The name, address and Membership Interest Percentage (as hereinafter defined) of each of the Members are set forth on Schedule A hereto, which shall be amended from time to time to reflect the admission of new Members, additional capital contributions of Members or the Transfer of Common Interests, each, to the extent permitted by the terms of this Agreement. As of the date hereof, each Member's membership interest in the Company (its "Membership Interest Percentage") is as follows:

Member	Membership Interest Percentage
TGC Investor	50.00%
Farkas	50.00%
TOTAL:	100.00%

Section 3.2 Admission of New Members. A Person shall be admitted as a Member of the Company only upon (i) the prior unanimous written approval of the Members and (ii) receipt by the Company of a counterpart to this Agreement, executed by such Person, agreeing to be bound by the terms of this Agreement.

Section 3.3 No Liability of Members. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

Section 3.4 Actions by the Members; Meetings; Quorum.

(a) The Administrative Member may take any action without a meeting; however, the Administrative Member agrees that all actions shall be taken after consultation with, and upon the consent of, all Members and the Administrative Member agrees to file a copy of any action taken by the Administrative Member with the records of the Company.

(b) Meetings of the holders of the Common Interests may be called at any time by the Members. Decisions of the Members shall be made by the unanimous vote of the Members.

Section 3.5 Power to Bind the Company. No Member (acting in its capacity as such) other than the Administrative Member shall have any authority to bind the Company to any third party with respect to any matter except pursuant to a resolution expressly authorizing such matter and authorizing such Member to bind the Company with respect thereto, which resolution is duly adopted by the affirmative vote of all Members.

ARTICLE IV

MANAGEMENT

Section 4.1 Management of the Company.

(a) The Members hereto agree that Farkas shall be the administrative member of the Company (the "Administrative Member") and shall be responsible for the day-to-day management of the Company. The Administrative Member shall be a "manager" of the Company as such term is defined in the Act and shall be responsible for making all business and managerial decisions for the Company.

(b) Neither this Agreement nor any term or provision hereof may be amended, waived, modified or supplemented orally, but only by a written instrument signed by all of the Members hereto.

Section 4.2 Exculpation. Neither the Administrative Member nor the Members shall be liable to the Company or to any other Person for any action taken or omitted to be taken by such party or for any action taken or omitted to be taken by any other Person with respect to the Company, except to the extent that any such act or omission was attributable to such Person's willful misconduct, fraud or gross negligence. Without limiting the generality of the foregoing, neither the Administrative Member nor the Members shall be liable to the Company for honest mistakes of judgment or for losses or liabilities due to such mistakes or to the negligence, dishonesty or bad faith of any employee, broker or other agent of the Company.

Section 4.3 Indemnification.

(a) The Company shall indemnify to the fullest extent permitted by law each of Administrative Member and each Member and each of their respective employees or agents of each of them (each, a "Covered Person") from and against all costs and expenses (including attorneys' fees and disbursements), judgments, fines, settlements, claims and other liabilities incurred by or imposed upon such Covered Person in connection with, or resulting from, investigating,

preparing or defending any action, suit or proceeding, whether civil, criminal, administrative, investigative, legislative or otherwise (or any appeal therein), to which such Covered Person may be made a party or become otherwise involved or with which such Covered Person may be threatened, in each case by reason of, or in connection with, such Covered Person's being or having been associated with the Company, or having acted at the direction of the Company as a director, officer, employee, partner or agent of an entity in which the Company has invested, directly or indirectly, or by reason of any action or alleged action, omission or alleged omission by such Covered Person in any such capacity, provided that such Covered Person is not ultimately adjudged to have engaged in willful misconduct, fraud or gross negligence.

(b) The Company may purchase and maintain liability insurance on behalf of any Covered Person against any liability asserted against a Covered Person and incurred by him, her or it arising out of the Company, whether or not the Company could indemnify such Covered Person against the liability under the provisions of this Section 4.3.

(c) The Company shall pay the expenses incurred by any such Covered Person in investigating, preparing or defending a civil or criminal action, suit or proceeding, in advance of the final disposition thereof, upon receipt of an undertaking by or on behalf of such Covered Person to repay such amount if there is a final adjudication or determination that he, she or it is not entitled to indemnification as provided herein.

(d) None of the provisions of this Section 4.3 shall be deemed to create or grant any rights in favor of any third party, including, without limitation, any right of subrogation in favor of any insurer or surety. The rights of indemnification granted hereunder shall survive the dissolution, winding up and termination of the Company.

(e) The right of any Covered Person to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Covered Person may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Covered Person's successors, assigns and legal representatives.

(f) All judgments against the Company or a Covered Person, in respect of which such Covered Person is entitled to indemnification, shall first be satisfied from Company assets before the Covered Person is responsible therefor.

Section 4.4 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Administrative Member.

Section 4.5 Officers and Related Persons. By resolution of the Members, Farkas is hereby appointed Chief Executive Officer of the Company (the "CEO"). The CEO shall have the authority to appoint and terminate officers of the Company, retain and terminate employees, agents and consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the CEO deems appropriate in each case to operate in accordance with the Approved Budget or as otherwise agreed by the Members.

ARTICLE V

CAPITAL STRUCTURE AND CONTRIBUTIONS

Section 5.1 Capital Structure. The capital structure of the Company shall consist of one class of common interests ("Common Interests"). Each of the Common Interests shall be as set forth on Schedule A hereto, and shall have identical rights unless otherwise set forth herein.

Section 5.2 Capital Contributions. TGC Investor has contributed, as an initial capital contribution to the Company, all of its right to purchase the 1% Class A Interests and all of its right, title and interest in and to the amount of cash listed on Schedule A hereto (each, an "Initial Capital Contribution"). Farkas has contributed, as an initial contribution to the Company, his right to purchase the 2% Interest in the Investment Vehicle, which, for the purpose of this Agreement has the value set forth on Schedule A hereto. In exchange for the Initial Capital Contribution each Member is herewith receiving Common Interests in the Company in the amount set forth opposite the name of such Member on Schedule A hereto. Upon the satisfaction of the condition to effectiveness set forth in Section 5.5 hereof, the Administrative Members shall cause the Company to purchase the 1% Class A Interest with the cash contributed to the Company.

Section 5.3 Additional Capital Contributions. Other than as may be agreed by the Members, there shall be no additional contributions to the Company's capital.

Section 5.4 No Withdrawal Of Capital Contributions. Except upon the dissolution and liquidation of the Company as set forth in Article IX hereof, the Members shall not have the right to withdraw capital contributions.

Section 5.5 Condition to Effectiveness; Exclusive Investment Vehicle.

a. As a condition to the effectiveness of this Agreement, Farkas shall and shall cause the managing member of the Investment Vehicle to deliver to the Administrative Member that certain Consent to Admission of New Member in the form attached hereto as Exhibit B (the "Consent to Assignment"), pursuant to which the Company consents to the admission of the Company as a member as more particularly set forth therein.

b. The Members acknowledge and agree that 1.5% of the interest in the Investment Vehicle which is subject to vesting shall be allocable to Farkas and 1.5% of the interest in the Investment Vehicle which is not subject to vesting shall be allocable to TGC Investor. The Administrative Member shall cause the Investment Vehicle to properly identify the interests allocable to Farkas and TGC Investor on Schedule A to the Investment Vehicle operating agreement.

c. The Members acknowledge and agree that the Company shall be Farkas' exclusive vehicle for investments in the Investment Vehicle during the term of this Agreement.

Section 5.6 Maintenance of Capital Accounts. The Company shall establish and maintain capital accounts for the Common Interest Members in accordance Treasury Regulations Section 1.704-(b). The balance in each Member's capital account shall be increased by (x) the amount of each contribution made by such Member and (y) the distributive share of net profits of the Member and shall be decreased by (x) the amount of each distribution made to the Member and (y) the distributive share of net losses allocated to the Member.

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 Distributions. The Administrative Member shall determine the amount of Distributable Cash in compliance with the Act and the timing of all distributions to be made hereunder. All distributions of Distributable Cash prior to the liquidation of the Company shall be made in the following order and priority:

(a) first, one hundred percent (100%) to TGC Investor until TGC Investor shall have received a cumulative amount equal to the Preferred Return; and

(b) second, one hundred percent (100%) to TGC Investor until such time as TGC Investor shall have received a cumulative amount equal to the total amount of its unpaid Capital Contributions, from time to time; and

(c) third, one hundred percent (100%) to the Members on a pro rata basis in accordance with their respective Membership Interest Percentage.

Section 6.2 Allocations of Net Profits and Net Losses from Operations. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the manner determined by the Administrative Member upon consultation with the Members, provided, however allocation of net profits and net losses shall comply with the provisions of Section 704 and the Treasury Regulations promulgated thereunder. In each year, the Company's net profits and net losses shall be allocated to the Members, pro rata, in accordance with their Membership Interest Percentage.

Section 6.3 No Right to Distributions. The Members shall not have the right to demand or receive distributions of any amount, except as expressly provided in this Article VI.

Section 6.4 Withholding. The Company is authorized to withhold from distributions to the Members, or with respect to allocations to the Members, and to pay over to a Federal, foreign, state or local government, any amounts required to be withheld pursuant to the Internal Revenue Code of 1986 (the "Code"), or any provisions of any other Federal, foreign, state or local law. Any amounts so withheld shall be treated as having been distributed to the Members pursuant to this Article VI for all purposes of this Agreement, and shall be offset against the current or next amounts otherwise distributable to the Members.

ARTICLE VII

BOOKS AND REPORTS

Section 7.1 Books and Records. The Company shall keep or cause to be kept at the office of the Company (or at such other place as the Board in its discretion shall determine) full and accurate books and records regarding the status of the business and financial condition of the Company and shall make the same available to the Member upon request, subject to the provisions of the Act.

Section 7.2 Form K-1. After the end of each Fiscal Year, the Administrative Member shall cause to be prepared and transmitted, as promptly as possible, and in any event within 90 days of the close of the Fiscal Year, a Federal income tax Form K-1 and any required similar state income tax form for the Member.

Section 7.3 Tax Matters Partner. The Administrative Member is hereby designated as the Company's "Tax Matters Partner" under Section 6231(a) (7) of the

Code, and shall have all the powers and responsibilities of such position as provided in the Code. The Tax Matters Partner is specifically directed and authorized to take whatever steps are necessary or desirable to perfect such designation, including filing any forms or documents with the Internal Revenue Service and taking such other action as may from time to time be required under the Regulations issued under the Code. The Tax Matters Partner shall cause to be prepared and shall sign all tax returns of the Company, make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company and monitor any governmental tax authority in any audit that such authority may conduct of the company's books and records or other documents.

Section 7.4 Reports. The Administrative Member shall provide the Members with reports as follows:

(a) A quarterly report for each calendar quarter (other than the last calendar quarter of the Fiscal Year), certified by Administrative Member, to its actual knowledge, to be true, accurate and complete in all material respects, and submitted to the Members within twenty (20) days of the end of each such calendar quarter, which shall include an operating statement and report of financial condition of the Company for such quarter; and

(b) Annual financial statements in a format acceptable to the Members within ninety (90) days of the end of the Fiscal Year. The Members hereby agree to act reasonably in approving a Company accountant to provide auditing and tax services.

ARTICLE VIII

TRANSFERS OF COMMON INTERESTS; PARTIAL REDEMPTION

Section 8.1 Restriction on Transfer. No Member shall sell, convey, assign, transfer, pledge, grant a security interest in or otherwise dispose of (each a "Transfer") all or any part of its Common Interest, other than upon the prior unanimous written consent of the Members; provided, however, such Person to whom such Common Interests are Transferred shall be an assignee and shall have no right to participate in the Company's business and affairs unless and until such Person shall be admitted as a member of the Company upon (i) the prior unanimous written consent of the Members and (ii) receipt by the Company of a written agreement executed by the Person to whom such Common Interests are Transferred agreeing to be bound by the terms of this Agreement. All Transfers in violation of this Article VIII are null and void ab initio and of no force or effect.

Section 8.2 Permitted Transfers. Notwithstanding the foregoing, the consent of the Members shall not be required in connection with a transfer, in one or a series of transactions, of not more than forty-nine percent (49%) of a Member's membership interests in the Company provided that (i) any such Transfers are made by the ultimate beneficial owner of the membership interests to his spouse or a trust or other entity for estate planning purposes for the benefit of his spouse and (ii) any such transfer shall be permitted under the organizational documents of the Investment Vehicle.

ARTICLE IX

DISSOLUTION OF THE COMPANY

Section 9.1 Dissolution. The Company shall be dissolved upon the occurrence of either of the following events (an "Event of Termination"):

(a) TGC Investor and Farkas vote for dissolution; or

(b) the entry of a decree of judicial dissolution under the Act.

No other event, including the retirement, insolvency, liquidation, dissolution, insanity, expulsion, bankruptcy, death, incapacity or adjudication of incompetency of a Member, shall cause the Company to be dissolved; provided, however, that in the event of any occurrence resulting in the termination of the continued membership of the last remaining member of the Company, the Company shall be dissolved unless, within 90 days following such event, the personal representative of the last remaining member agrees in writing to continue the Company and to the admission of such personal representative (or any other Person designed by such personal representative) as a member of the Company, effective upon the event resulting in the termination of the continued membership of the last remaining member of the Company.

Section 9.2 Winding Up.

(a) In the event that an Event of Termination shall occur, then the Company shall be liquidated and its affairs shall be wound up by the Administrative Member(s) in accordance with the Act. All proceeds from such liquidation shall be distributed in accordance with the provisions of Law, and all Common Interests in the Company shall be cancelled.

(b) Upon the completion of the distribution of the winding up of the Company's affairs and Company's assets, the Company shall be terminated and

the Administrative Member shall cause the Company to execute and file a Certificate of Cancellation in accordance with the Act.

ARTICLE X

MISCELLANEOUS

Section 10.1 Amendment to the Agreement. Amendment to this Agreement and to the Certificate of Formation shall be effective only if approved in writing by TGC Investor and Farkas. An amendment shall become effective as of the date specified in the approval of such Members or as of the date of such approval.

Section 10.2 Successors; Counterparts. Subject to Article VIII, this Agreement (a) shall be binding as to the executors, administrators, estates, heirs and legal successors, or nominees or representatives, of the Members and (b) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

Section 10.3 Governing Law; Severability.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law. In particular, this Agreement shall be construed to the maximum extent possible to comply with all the terms and conditions of the Act. If it shall be determined by a court of competent jurisdiction that any provisions or wording of this Agreement shall be invalid or unenforceable under the Act or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of applicable law, and, in the event such term or provisions cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable terms or provisions. If it shall be determined by a court of competent jurisdiction that any provision relating to the distributions and allocations of the Company or to any expenses payable by the Company is invalid or unenforceable, this Agreement shall be construed or interpreted so as (a) to make it enforceable or valid and (b) to make the distributions and allocations as closely equivalent to those set forth in this Agreement as is permissible under applicable law.

(b) The Members agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the courts of the County of New York in the State of New York or the United States federal courts sitting in the Southern District of New York. The

parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.

Section 10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement or any provision hereof.

Section 10.5 Notices. All notices, requests and other communications to any Member shall be in writing (including electronic mail, facsimile or similar writing) and shall be given to the Members (and any other Person designated by such Members) at its address or electronic mail, facsimile number set forth in Schedule A hereto or such other address or electronic mail, facsimile number as the Member may hereafter specify for the purpose by notice. Each such notice, request or other communication shall be effective (a) if given by telecopier, when transmitted to the number specified pursuant to this Section 10.5 and the appropriate confirmation is received, (b) if given by mail, 72 hours after such communication is received by the other party, or (c) if given) by electronic or any other means, when delivered to the address specified pursuant to this Section 10.5.

Section 10.6 Interpretation. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine, or the neuter gender shall include the masculine, feminine and neuter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first above written.

TGC 100 Investor, LLC

By: _____
Name: Adam Flatto
Title: Manager

_____
Matthew Farkas

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first above written.

TGC 100 Investor, LLC

By: _____
Name: Adam Flatto
Title: Manager

_____
Matthew Farkas

Schedule A

TGC/Farkas Funding LLC
Membership Percentage Interest and Initial Capital Balance of Member

Name and Address of Member	Membership Percentage Interest	Initial Capital Balance
TGC 100 Investor, LLC c/o The Georgetown Company, LLC 677 Madison Avenue New York, New York 10021 Attention: Adam Flatto Telephone: 212-755-2323 Facsimile: 212-755-3679 Email: aflatto@georgetownco.com	50.0%	$1,000,000.00
Matthew Farkas 3345 Birchwood Park Circle Las Vegas, Nevada, 89141 Telephone: 646-226-0674 Facsimile:702.724.9781 Email: mfarkas@f100llc.com	50.0%	$0.00
Total	100.0%	$1,000,000.00

Schedule B

Capital Commitments

TGC 100 Investor, LLC	$1,000,000.00
Farkas	$0.00

Exhibit A

Organizational Documents of
First 100, LLC

[to be attached]

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 4
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

050103

Articles of Organization Limited-Liability Company

(PURSUANT TO NRS CHAPTER 86)

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20120251991-62
	Filing Date and Time 04/10/2012 3:19 PM
	Entity Number E0202092012-1

(This document was filed electronically.)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)

FIRST 100, LLC

Check box if a Series Limited-Liability Company: [X]

Check box if a Restricted Limited-Liability Company: [ ]

2. Registered Agent for Service of Process: (check only one box)

[X] Commercial Registered Agent: BLACKHAWK CORPORATE SERVICES (Name)

[ ] Noncommercial Registered Agent (name and address below) **OR** [ ] Office or Position with Entity (name and address below)

Name of Noncommercial Registered Agent **OR** Name of Title of Office or Other Position with Entity

Street Address | City | Nevada | Zip Code

Mailing Address (if different from street address) | City | Nevada | Zip Code

3. Dissolution Date: (optional)

Latest date upon which the company is to dissolve (if existence is not perpetual):

4. Management: (required)

Company shall be managed by: [X] Manager(s) **OR** [ ] Member(s) (check only one box)

5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)

1) SJC VENTURES HOLDING COMPANY LLC-SEE ATTACHED (Name)

113 BARKSDALE PROF. CENTE | NEWARK | DE | 19711-3258 (Street Address | City | State | Zip Code)

2) (Name)

Street Address | City | State | Zip Code

3) (Name)

Street Address | City | State | Zip Code

6. Effective Date and Time: (optional)

Effective Date: Effective Time:

7. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)

BLACKHAWK CO-SEE ATTACHED (Name)

X BLACKHAWK CORPORATE SERVIC (Organizer Signature)

8965 S EASTERN AVE STE 35 | LAS VEGAS | NV | 89123 (Address | City | State | Zip Code)

8. Certificate of Acceptance of Appointment of Registered Agent:

I hereby accept appointment as Registered Agent for the above named Entity.

X BLACKHAWK CORPORATE SERVICES

Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity | Date: 4/10/2012

This form must be accompanied by appropriate fees.

Articles of Organization

(PURSUANT TO NRS CHAPTER 86)

CONTINUED

Includes data that is too long to fit in the fields on the NRS 86 Form and all additional managers and organizers

ENTITY NAME:	**FIRST 100, LLC**

FOREIGN NAME TRANSLATION:	**Not Applicable**

REGISTERED AGENT NAME:	**BLACKHAWK CORPORATE SERVICES**
STREET ADDRESS:	**Not Applicable**
MAILING ADDRESS:	**Not Applicable**

ADDITIONAL	Managers or Managing Members
Name: SJC VENTURES HOLDING COMPANY LLC	
Address: 113 BARKSDALE PROF. CENTER	
City: NEWARK	
State: DE	
Zip Code: 19711-3258	

ADDITIONAL	Organizers
Name: BLACKHAWK CORPORATE SERVICES	
Address: 8965 S EASTERN AVE STE 350	
City: LAS VEGAS	
State: NV	
Zip Code: 89123	

SECRETARY OF STATE

STATE OF NEVADA

LIMITED LIABILITY COMPANY CHARTER

I, ROSS MILLER, the Nevada Secretary of State, do hereby certify that **FIRST 100, LLC** did on April 10, 2012, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on April 10, 2012.

ROSS MILLER
Secretary of State

Certified By: Electronic Filing
Certificate Number: C20120410-2383
You may verify this certificate online at **http://www.nvsos.gov/**

INITIAL LIST OF MANAGERS OR MANAGING MEMBERS AND REGISTERED AGENT AND STATE BUSINESS LICENSE APPLICATION OF:

FILE NUMBER

FIRST 100, LLC

E0202092012-1

NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF 4/2012 TO 4/2013

****YOU MAY FILE THIS FORM ONLINE AT www.nvsos.gov****

100401

The entity's duly appointed registered agent in the State of Nevada upon whom process can be served is:

BLACKHAWK CORPORATE SERVICES (Commercial Registered Agent)
8965 S EASTERN AVE STE 305
LAS VEGAS, NV 89123 USA

A FORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT: www.nvsos.gov

Filed in the office of
Ross Miller
Secretary of State
State of Nevada

Document Number
20120252017-92
Filing Date and Time
04/10/2012 3:28 PM
Entity Number
E0202092012-1

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☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. A **Manager, or if none, a Managing Member** of the LLC must sign the form. *FORM WILL BE RETURNED IF UNSIGNED.*
2. If there are additional managers or managing members, attach a list of them to this form.
3. Initial list fee is $125.00 . A $75.00 penalty must be added for failure to file this form by the last day of the first month following organization date.
4. State business license fee is $200.00. Effective 2/1/2010, $100 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional $30.00 per certification. **A copy fee of $2.00 per page** is required for **each additional copy** generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the first month following the initial registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include initial list and business license fees will result in rejection of filing.

INITIAL LIST FILING FEE: $125.00 LATE PENALTY: $75.00 BUSINESS LICENSE FEE: $200.00 LATE PENALTY: $100.00

Complete only if applicable

☐ Pursuant to NRS, this corporation is exempt from the business license fee. Exemption code:

☐ Month and year your State Business License expires: 20

Section 7(2) Exemption Codes
001 - Governmental Entity
002 - 501(c) Nonprofit Entity
003 - Home-based Business
004 - Natural Person with 4 or less rental dwelling units
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NAME: SJC VENTURES HOLDING COMPANY LLC
(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED) ☑ MANAGER ☐ MANAGING MEMBER
ADDRESS: C/O DELAWARE INTERCORP, INC. 113 BARKSDALE PROF. CENTER
CITY: NEWARK STATE: DE ZIP CODE: 19711-3258

NAME:
(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED) ☐ MANAGER ☐ MANAGING MEMBER
ADDRESS: CITY: STATE: ZIP CODE:

NAME:
(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED) ☐ MANAGER ☐ MANAGING MEMBER
ADDRESS: CITY: STATE: ZIP CODE:

NAME:
(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED) ☐ MANAGER ☐ MANAGING MEMBER
ADDRESS: CITY: STATE: ZIP CODE:

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of sections 6 to 18 of AB 146 of the 2009 session of the Nevada Legislature and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X ROBERT ATKINSON

Signature of Manager or Managing Member

Title ATTORNEY

Date 4/10/2012 3:27:45 PM

Nevada Secretary of State Initial List ManorMem
Revised: 8-5-09

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

FIRST 100, LLC

Nevada Business Identification # NV20121231493

Expiration Date: April 30, 2013

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on April 10, 2012

ROSS MILLER
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

Please Post in a Conspicuous Location

You may verify this Nevada State Business License online at www.nvsos.gov under the Nevada Business Search.

Brown, Susan A (NYC)

From: Adam Flatto <aflatto@georgetownco.com>
Sent: Sunday, October 20, 2013 11:57 AM
To: Brown, Susan A (NYC)
Subject: FW: Formation Docs
Attachments: Formation Docs F100.pdf; ATT00001.htm

From: Matthew Farkas [mailto:Mfarkas@f100llc.com]
Sent: Friday, October 11, 2013 2:59 PM
To: Adam Flatto
Subject: Fwd: Formation Docs

Matthew Farkas

Vice President of Finance

1st One Hundred

m 646.226.0674 | o 702.823.3600 | f 702.724.9781
Mfarkas@f100llc.com | www.f100llc.com

Corporate Headquarters

Tivoli Village at Queens Ridge

410 S. Rampart Blvd., Suite 450 Las Vegas, NV 89145

Please consider the environment

CONFIDENTIALITY NOTICE: This message is for the named person's use only. It may contain sensitive and private proprietary or legally privileged information. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments.

-------- Original Message --------
Subject: Formation Docs
From: J Chris Morgando <cmorgando@first100llc.com>
To: Matthew Farkas <Mfarkas@f100llc.com>
CC:

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 4
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

050103

Articles of Organization
Limited-Liability Company
(PURSUANT TO NRS CHAPTER 86)

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20120251991-62
	Filing Date and Time 04/10/2012 3:19 PM
	Entity Number E0202092012-1

(This document was filed electronically.)

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1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)
FIRST 100, LLC
Check box if a Series Limited-Liability Company: [X]
Check box if a Restricted Limited-Liability Company: [ ]

2. Registered Agent for Service of Process: (check only one box)
[X] Commercial Registered Agent: BLACKHAWK CORPORATE SERVICES (Name)
[ ] Noncommercial Registered Agent (name and address below) **OR** [ ] Office or Position with Entity (name and address below)
Name of Noncommercial Registered Agent **OR** Name of Title of Office or Other Position with Entity
Street Address | City | Nevada | Zip Code
Mailing Address (if different from street address) | City | Nevada | Zip Code

3. Dissolution Date: (optional)
Latest date upon which the company is to dissolve (if existence is not perpetual):

4. Management: (required)
Company shall be managed by: [X] Manager(s) **OR** [ ] Member(s) (check only one box)

5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)
1) SJC VENTURES HOLDING COMPANY LLC-SEE ATTACHED (Name)
113 BARKSDALE PROF. CENTE | NEWARK | DE | 19711-3258 (Street Address | City | State | Zip Code)
2) (Name)
Street Address | City | State | Zip Code
3) (Name)
Street Address | City | State | Zip Code

6. Effective Date and Time: (optional)
Effective Date: Effective Time:

7. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)
BLACKHAWK CO-SEE ATTACHED (Name)
X BLACKHAWK CORPORATE SERVIC (Organizer Signature)
8965 S EASTERN AVE STE 35 | LAS VEGAS | NV | 89123 (Address | City | State | Zip Code)

8. Certificate of Acceptance of Appointment of Registered Agent:
I hereby accept appointment as Registered Agent for the above named Entity.
X BLACKHAWK CORPORATE SERVICES
Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity
4/10/2012 (Date)

This form must be accompanied by appropriate fees.

Articles of Organization

(PURSUANT TO NRS CHAPTER 86)

CONTINUED

Includes data that is too long to fit in the fields on the NRS 86 Form and all additional managers and organizers

ENTITY NAME:	**FIRST 100, LLC**

FOREIGN NAME TRANSLATION:	**Not Applicable**

REGISTERED AGENT NAME:	**BLACKHAWK CORPORATE SERVICES**
STREET ADDRESS:	**Not Applicable**
MAILING ADDRESS:	**Not Applicable**

ADDITIONAL	Managers or Managing Members
Name: SJC VENTURES HOLDING COMPANY LLC	
Address: 113 BARKSDALE PROF. CENTER	
City: NEWARK	
State: DE	
Zip Code: 19711-3258	

ADDITIONAL	Organizers
Name: BLACKHAWK CORPORATE SERVICES	
Address: 8965 S EASTERN AVE STE 350	
City: LAS VEGAS	
State: NV	
Zip Code: 89123	

SECRETARY OF STATE

STATE OF NEVADA

LIMITED LIABILITY COMPANY CHARTER

I, ROSS MILLER, the Nevada Secretary of State, do hereby certify that **FIRST 100, LLC** did on April 10, 2012, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on April 10, 2012.

ROSS MILLER
Secretary of State

Certified By: Electronic Filing
Certificate Number: C20120410-2383
You may verify this certificate online at **http://www.nvsos.gov/**

INITIAL LIST OF MANAGERS OR MANAGING MEMBERS AND REGISTERED AGENT AND STATE BUSINESS LICENSE APPLICATION OF:

FILE NUMBER

FIRST 100, LLC | E0202092012-1

NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF 4/2012 TO 4/2013

****YOU MAY FILE THIS FORM ONLINE AT www.nvsos.gov****

100401

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BLACKHAWK CORPORATE SERVICES (Commercial Registered Agent)
8965 S EASTERN AVE STE 305
LAS VEGAS, NV 89123 USA

A FORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT: www.nvsos.gov

Filed in the office of
Ross Miller
Secretary of State
State of Nevada

Document Number: 20120252017-92
Filing Date and Time: 04/10/2012 3:28 PM
Entity Number: E0202092012-1

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☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. A **Manager, or if none, a Managing Member** of the LLC must sign the form. *FORM WILL BE RETURNED IF UNSIGNED.*
2. If there are additional managers or managing members, attach a list of them to this form.
3. Initial list fee is $125.00 . A $75.00 penalty must be added for failure to file this form by the last day of the first month following organization date.
4. State business license fee is $200.00. Effective 2/1/2010, $100 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional $30.00 per certification. A **copy fee of $2.00 per page** is required for **each additional copy** generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the first month following the initial registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include initial list and business license fees will result in rejection of filing.

INITIAL LIST FILING FEE: $125.00 LATE PENALTY: $75.00 BUSINESS LICENSE FEE: $200.00 LATE PENALTY: $100.00

Complete only if applicable

☐ Pursuant to NRS, this corporation is exempt from the business license fee. Exemption code:

☐ Month and year your State Business License expires: 20

Section 7(2) Exemption Codes
001 - Governmental Entity
002 - 501(c) Nonprofit Entity
003 - Home-based Business
004 - Natural Person with 4 or less rental dwelling units
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NAME: SJC VENTURES HOLDING COMPANY LLC
(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED) ☑ MANAGER ☐ MANAGING MEMBER
ADDRESS: C/O DELAWARE INTERCORP, INC. 113 BARKSDALE PROF. CENTER
CITY: NEWARK STATE: DE ZIP CODE: 19711-3258

NAME:
(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED) ☐ MANAGER ☐ MANAGING MEMBER
ADDRESS: CITY: STATE: ZIP CODE:

NAME:
(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED) ☐ MANAGER ☐ MANAGING MEMBER
ADDRESS: CITY: STATE: ZIP CODE:

NAME:
(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED) ☐ MANAGER ☐ MANAGING MEMBER
ADDRESS: CITY: STATE: ZIP CODE:

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of sections 6 to 18 of AB 146 of the 2009 session of the Nevada Legislature and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X ROBERT ATKINSON
Signature of Manager or Managing Member

Title: ATTORNEY
Date: 4/10/2012 3:27:45 PM

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

FIRST 100, LLC

Nevada Business Identification # NV20121231493

Expiration Date: April 30, 2013

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on April 10, 2012

ROSS MILLER
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

Please Post in a Conspicuous Location

You may verify this Nevada State Business License online at www.nvsos.gov under the Nevada Business Search.

FIRST AMENDED OPERATING AGREEMENT
of
FIRST 100, LLC

This operating agreement of **FIRST 100, LLC**, a Nevada limited liability company, Adopted April 11, 2012, and further Amended December 12, 2012, having an effective date of December 12, 2012, is: (i) adopted by the Manager (as defined below); and (ii) executed and agreed to, for good and valuable consideration, by the Members (as defined below).

ARTICLE I: DEFINITIONS

As used in this Operating Agreement, unless the context clearly indicates otherwise, the following terms have the following meanings:

1.1 **"Act"** means Chapter 86 of the Nevada Revised Statutes and any successor statute, as amended from time to time.

1.2 **"Articles"** means the Articles of Organization filed with the Nevada Secretary of State by which the Company was organized as a Nevada limited liability company under and pursuant to the Act.

1.3 **"Bankrupt Member"** means any Member: (a) that (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for the Member a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in a proceeding of the type described in sub-clauses (i) through (iv) of this Clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member's or of all or any substantial part of the Member's properties; or (b) against which, a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced and 120 days have expired without dismissal thereof or with respect to which, without the Member's consent or acquiescence, a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties has been appointed and 90 days have expired without the appointment's having been vacated or stayed, or 90 days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

1.4 **"Business Day"** means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Nevada are closed.

1.5 **"Capital Contribution"** means any contribution by a Member to the capital of the Company.

1.6 **"Class A Member"** means a Member identified on SCHEDULE A hereto.

1.7 **"Class A Membership Interest"** means, with respect to any Class A Member, the percentage interest set forth opposite such Class A Member's name on SCHEDULE A, as may be amended from time to time.

1.8 **"Class B Member"** means a Member identified on SCHEDULE A hereto.

1.9 **"Class B Membership Interest"** means with respect to any Non Voting Class B Member, the percentage interest set forth opposite such Class B Member's name on SCHEDULE A, as may be amended from time to time.

1.10 **"Class C Member"** means a Member identified on SCHEDULE A hereto.

1.11 **"Class C Membership Interest"** means with respect to any Non Voting Class C Member, the percentage interest set forth opposite such Class C Member's name on SCHEDULE A, as may be amended from time to time.

1.12 **"Code"** means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

1.13 **"Company"** means First 100, LLC, a Nevada limited liability company

1.14 **"Default Interest Rate"** means a rate per annum equal to the lesser of (a) one percent (1.0%) plus a varying rate per annum that is equal to the Wall Street Journal prime rate as quoted in the money rates section of the Wall Street Journal which is also the base rate on corporate loans at large United States money center commercial banks, from time to time as its prime commercial or similar reference interest rate, with adjustments in that varying rate to be made on the same date as any change in that rate, and (b) the maximum rate permitted by applicable law.

1.15 **"Delinquent Member"** means a Member who does not contribute by the time required all or any portion of a Capital Contribution that Member is required to make as provided in this Operating Agreement.

1.16 **"Dispose," "Disposing," or "Disposition"** means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition or encumbrance (including, without limitation, by operation of law), or the acts thereof.

1.17 **"General Interest Rate"** means a rate per annum equal to the lesser of (a) the Wall Street Journal prime rate as quoted in the money rates section of the Wall Street Journal which is also the base rate on corporate loans at large United States money center commercial banks, from time to time as its prime commercial or similar reference interest rate, with adjustments in that varying rate to be made on the same date as any change in that rate, and (b) the maximum rate permitted by applicable law.

1.18 **"Lending Member"** means those Members, whether one or more, who advance the portion of the Delinquent Member's Capital Contribution that is in default.

1.19 **"Manager"** means SJC Ventures Holding Company, LLC, a Delaware limited liability company. There is only one Manager of the Company.

1.20 **"Member"** means any Person executing this Operating Agreement as of the date of this Operating Agreement as a Member, or hereafter admitted to the Company as a Member as provided in this Operating Agreement, but does not include any Person who has ceased to be a Member in the Company.

1.21 **"Membership Interest"** means the interest of a Member in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to consent or approve.

1.22 **"NRS"** means Nevada Revised Statutes.

1.23 **"NRS Chapter 86"** means the Nevada statutes contained in Chapter 86 of the Nevada Revised Statutes concerning limited-liability companies, and any successor statute, as amended from time to time.

1.24 **"Operating Agreement"** means this Operating Agreement, as approved or amended by the Members, as herein provided.

1.25 **"Permitted Transferee"** means any member of such Member's immediate family, or a trust, including a charitable remainder trust, corporation, limited liability company, or partnership controlled by such Member or members of such Member's immediate family, or another Person controlling, controlled by, or under common control with such Member.

1.26 **"Person"** includes an individual, partnership, limited partnership, limited liability company,

foreign limited liability company, trust, estate, corporation, custodian, trustee, executor, administrator, nominee or entity in a representative capacity.

1.27 **"Priority Return"** means a sum equal to that particular Class B Member's principal amount of Class B Capital Contribution.

1.28 **"Proceeding"** means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative.

ARTICLE II: ORGANIZATION

2.1 **FORMATION.** The Company has been organized as a Nevada limited liability company by the filing of Articles under and pursuant to the Act and the issuance of a certificate of organization for the Company by the Secretary of State of Nevada.

2.2 **NAME.** The name of the Company is **FIRST 100, LLC** and all Company business must be conducted in that name, or such other registered names that comply with applicable law as the Manager may select from time to time.

2.3 **REGISTERED OFFICE; REGISTERED AGENT; PRINCIPAL OFFICE IN THE UNITED STATES; OTHER OFFICES.** The registered office of the Company required by the Act to be maintained in the State of Nevada shall be the office of the initial registered agent named in the Articles or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Nevada shall be the initial registered agent named in the Articles or such other Person or Persons as the Manager may designate from time to time in the manner provided by law. The principal office of the Company in the United States shall be at such place as the Manager may designate from time to time, which need not be in the State of Nevada, and the Company shall maintain records there as required by NRS §86.241 and shall keep the street address of such principal office at the registered office of the Company in the State of Nevada. The Company may have such other offices as the Manager may designate from time to time.

2.4 **PURPOSES.** The purpose of the Company is everything allowable by law.

2.5 **FOREIGN QUALIFICATION.** Prior to the Company's conducting business in any jurisdiction other than Nevada, the Manager shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Manager or Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Manager or Members, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Operating Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

2.6 **TERM.** The Company commenced on the date the Nevada Secretary of State issued a certificate of organization for the Company and shall continue in existence for the period fixed in the Articles for the duration of the Company, or such earlier time as this Operating Agreement may specify.

2.7 **MERGERS AND EXCHANGES.** The Company may be a party to: (a) a merger; or (b) an exchange or acquisition permitted by the Act, subject to the requirements of this Operating Agreement.

2.8 **NO STATE-LAW PARTNERSHIP.** The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, for any purposes other than federal and state tax purposes, and this Operating Agreement may not be construed to suggest otherwise.

ARTICLE III: MEMBERS

3.1 **THREE CLASSES OF MEMBERSHIP INTEREST.** The Company shall have three classes of Membership Interests: Class A Voting Membership Interests, Class B Non Voting Membership Interests and Class C Non Voting Membership Interests. Each of the Class A Membership Interests. Class B Membership Interests and Class C Membership Interests shall have certain rights, obligations and privileges, as provided in this Agreement.

3.2 **MEMBERSHIP INTERESTS.** The Member names and Class A Membership Interests of the Class A Members are set forth on SCHEDULE A. The Member names and Class B Membership Interests of the Class B Members are set forth on SCHEDULE A. The Member names and Class C Membership Interests of the Class C Members are set forth on SCHEDULE A.

3.3 **CLASSES AND VOTING.** The Company may issue voting Membership Interests and non-voting Membership Interests. The Membership certificates shall clearly designate so as to distinguish between voting and non-voting classes. Upon adoption of this Operating Agreement:

i. Class A Members shall have voting rights. All references in this Operating Agreement to discretionary actions subject to a vote of Members shall solely refer to Class A Members.

ii. Class B Members are **non-voting** Membership Interests.

iii. Class C Members are **non-voting** Membership Interests.

3.4 **VOTING; PROXIES.** Each outstanding Class A Membership Interest shall be entitled to one vote per one full percent of Class A Membership Interest owned by the Member on each matter submitted to a vote at a meeting of Members. A Member may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest.

3.5 **QUORUM.** Unless otherwise provided in the Articles, the holders of a simple majority of the Membership Interest entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Class A Members.

3.6 **MAJORITY VOTE.** With respect to any matter when a quorum is present at any meeting, the vote of the holders of a simple majority of the Membership Interest, present in person or represented by proxy, having voting power with respect to that matter, shall decide such matter brought before such meeting, unless the matter is one upon which, by express provision of the Articles or this Operating Agreement, or by an express provision of the Act which is applicable to such vote unless overridden by the Articles, a different vote is required, in which case such express provision shall govern and control the decision of such matter.

3.7 **PLACE AND MANNER OF MEETING.** All meetings of the Members shall be held at such time and place, within or without the State of Nevada, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Members may participate in such meetings by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting as provided herein shall constitute presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.8 **CONDUCT OF MEETINGS.** All meetings of the Members shall be presided over by the chairman of the meeting, who shall be a Person designated by the Manager. The chairman of any meeting of Members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

3.9 **ANNUAL MEETING.** An annual meeting of the Members shall be held each year. Failure to hold the annual meeting at the designated time shall not work as a dissolution of the Company.

3.10 **SPECIAL MEETINGS.** Special meetings of the Members may be called at any time by: (i) the

Manager of the Company; (ii) the President of the Company if such office exists; or (iii) the holders of at least five percent (5%) of the Class A Membership interests. Unless waived, notice of such special meeting must be made in writing at least ten days prior to the meeting date, and such notice shall state the purpose of such special meeting and the matters proposed to be acted on thereat. A quorum must be present for such meeting to be recognized and effective.

3.11 **NOTICE.** Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting either personally or by mail, to each Member, provided that such notice may be waived as provided in this Operating Agreement. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Company, with postage thereon prepaid.

3.12 **CLOSING RECORD BOOKS AND FIXING RECORD DATE.** For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or entitled to distribution or in order to make a determination of Members for any other proper purpose, the Manager may provide that the record books shall be closed for a stated period not exceeding sixty (60) days. If the record books shall be closed for the purpose of determining Members entitled to notice of or to vote at a meeting of Members, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the record books, the Manager may fix in advance a date as the record date for any such determination of Members, such date in any case to be not more than sixty (60) days and in the case of a meeting of Members, not less than ten (10) days prior to the date of which the particular action requiring such determination of Members is to be taken. If the record books are not closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, or Members entitled to receive distribution, the date on which notice of the meeting is mailed or the date on which the resolution of the Manager, declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, except where the determination has been made through the closing of record books and the stated period of closing has expired.

3.13 **ACTION WITHOUT MEETING.** Any meeting, or any action required by the Act to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members (including any action requiring less than unanimous vote of the members), may be taken without a formal meeting, and without prior notice, but only if consent in writing, setting forth the action so taken, shall have been signed by the holders of all the Membership Interest for each class entitled to vote and such consent shall have the same force and effect as vote by formal meeting of the Members. Written consents made pursuant to this Section shall be signed and dated.

3.14 **CONFIDENTIAL INFORMATION.** The Members acknowledge that from time to time, they may receive information from the Manager or other Persons regarding the Company or Persons with which it does business. Each Member shall hold in strict confidence any information it receives regarding the Company that is identified as being confidential (and if that information is provided in writing, that is so marked) and may not disclose it to any person other than to another Member or a Manager, except for disclosures: (i) compelled by law (but the Member must notify the Manager promptly of any request for that information, before disclosing it, if practicable); (ii) to advisers or representatives of the Member or Persons to which that Member's Membership Interest may be Disposed as permitted by this Operating Agreement, but only if the recipients have agreed to be bound by the provisions of this Section; or (iii) of information that Member also has received from a source independent of the Company that the Member reasonably believes obtained that information without breach of any obligation of confidentiality. The Members acknowledge that breach of the provisions of this Section may cause irreparable injury to the Company for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Members agree that the provisions of this Section may be enforced by specific performance. The Members acknowledge that the Manager from time to time may determine, due to contractual obligations, business concerns, or other considerations, that certain information regarding the business, affairs, properties, and financial condition of the Company should be kept confidential and not provided to some or all other Members, and that it is not just or reasonable for those Members to examine or copy that information.

3.15 **LIABILITIES TO THIRD PARTIES.** Except as otherwise expressly agreed in writing, no

Member or the Manager shall be liable for the debts, obligations or liabilities of the Company.

3.16 **WITHDRAWAL / SURRENDER.** A Member may unilaterally withdraw from the Company as a Member, but only by ways of a written surrender of membership interest tendered to the Company and all Members then in existence.

3.17 **LACK OF AUTHORITY TO BIND OR OBLIGATE.** The Company is Manager-managed. No Member (other than a Manager or a duly appointed officer) has the authority or power to act for or on behalf of the Company, to do any act that would be obligating or binding on the Company, or to incur any expenditures on behalf of the Company.

3.18 **REPRESENTATIONS AND WARRANTIES.** Each Member hereby represents and warrants to the Company and each other Member that (a) if that Member is a corporation, it is duly organized, validly existing and in good standing under the law of the state of its incorporation and is duly qualified and in good standing as a foreign corporation in the jurisdiction of its principal place of business (if not incorporated therein); (b) if that Member is a limited liability company, it is duly organized, validly existing, and (if applicable) in good standing under the law of the state of its organization and is duly qualified and (if applicable) in good standing as a foreign limited liability company in the jurisdiction of its principal place of business (if not organized therein); (c) if that Member is a partnership, trust, or other entity, it is duly formed, validly existing, and (if applicable) in good standing under the law of the state of its formation, and if required by law is duly qualified to do business and (if applicable) in good standing in the jurisdiction of its principal place of business (if not formed therein), and the representations and warranties in Clause (a), (b), or (c), as applicable, are true and correct with respect to each partner (other than limited partners), trustee, or other Member thereof, (d) that Member has full corporate, limited liability company, partnership, trust, or other applicable power and authority to execute and agree to this Operating Agreement and to perform its obligations hereunder and all necessary actions by the board of directors, shareholders, Manager, Member(s), partners, trustees, beneficiaries, or other Persons necessary for the due authorization, execution, delivery, and performance of this Operating Agreement by that Member have been duly taken; (e) that Member has duly executed and delivered this Operating Agreement; and (f) that Member's authorization, execution, delivery, and performance of this Operating Agreement do not conflict with any other agreement or arrangement to which that Member is a party or by which it is bound.

3.19 **ADMISSION OF ADDITIONAL MEMBERS.** Following adoption of this Operating Agreement, the Company may admit one or more additional Members from time to time, but only upon the majority vote of all Class A Members then in existence. The terms of admission or issuance must specify the Capital Contributions applicable thereto, and may also provide for the creation of additional classes of Members and having different rights, powers, and duties, but is so then this Operating Agreement shall be amended to reflect such added classes. Upon the admission to the Company of any additional members, the Membership Interests of the other Members shall be reduced accordingly on a pro rata basis. SCHEDULE A shall be amended from time to time as of the effective date of the admission of an additional member to the Company. As a condition to being admitted to the Company, each additional member shall execute an agreement to be bound by the terms and conditions of this Agreement.

3.20 **RESTRICTIONS ON TRANSFERENCE OF MEMBERSHIP INTEREST.** Notwithstanding anything herein to the contrary, the Membership Interest and transferability of Membership Interest in the Company are substantially restricted. Neither record title nor beneficial ownership of a Membership Interest may be transferred or encumbered without the consent of all Members. This Company is formed by a closely-held group, who will have surrendered certain management rights (in exchange for limited liability) based upon their relationship and trust. Capital is also material to the business and investment objectives of the Company and its federal tax status. An unauthorized transfer of a Membership Interest could create a substantial hardship to the Company, jeopardize its capital base, and adversely affect its tax structure. These restrictions upon ownership and transfer are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust and the Company's capital and its financial ability to continue. Notwithstanding the foregoing restrictions upon transfer and ownership, the following transfers are permitted:

A. **Death of a Member Who Is A Natural Person.** The personal representative of a deceased Member's estate, or his or her contract beneficiary, may exercise all of the decedent's rights and powers as a Member,

and the decedent's Membership Interest in the Company will continue and pass to those entitled thereto upon the Member's death. It is specifically provided that a Member may prepare a written and acknowledged document in which he or she designates one or more beneficiaries of that Person's Membership Interest, and his or her written designation will be binding upon the Company if delivered to the Company before or within at least sixty 60 days after the death of the Member.

B. **Estate Planning Transfers.** A Member will also have the right to make estate planning transfers of all or any part of his or her Membership Interest in the Company. The term "estate planning transfer" will mean any transfer made during the life of a Member without value, or for less than full consideration, by way of a marital partition agreement and/or a transfer of all or any part of a Membership Interest to a trust whose beneficiary or beneficiaries are the Member and/or the spouse of a Member, and/or the descendants of a Member, and/or one or more beneficiaries qualified to receive a charitable gift under § 170(c) of the Code. The Articles and this Operating Agreement will bind the transferee of any estate planning transfer to the exact terms and conditions of the Articles and this Operating Agreement.

C. **Transfers for Convenience.** A Member who is a company may freely transfer its Membership to another company whose ownership is identical to the ownership of the assignor Member, provided, however, that such Member may not cause or permit an interest, direct or indirect, in itself to be disposed of such that, after the disposition, (a) the Company would be considered to have terminated within the meaning of §708 of the Code or (b) that Member shall cease to be controlled by substantially the same Persons who control it as of the date of its admission to the Company. On any breach of the provisions of clause (b) of the immediately preceding sentence, the Company shall have the option to buy, and on exercise of that option the breaching Member shall sell, the breaching Member's Membership Interest all in accordance with Article XI as if the breaching Member were a Bankrupt Member.

D. **Approved Sale or Transfers.** A Member may transfer its Membership to another Person upon the unanimous vote of all Class A Members.

3.21 **DISPUTED TRANSFERS.** The Company will not be required to recognize the interest of any transferee who has obtained a purported interest as the result of a transfer of ownership which is not an authorized transfer. If the Membership Interest is in doubt, or if there is reasonable doubt as to who is entitled to a distribution of the income realized from a Membership Interest, the Company may accumulate the income until this issue is finally determined and resolved. Accumulated income will be credited to the capital account of the Member whose interest is in question.

3.22 **RIGHT OF FIRST REFUSAL.** If any Person or agency should acquire the interest of a Member as the result of an order of a court of competent jurisdiction which the Company is required to recognize, or if a Member makes an unauthorized transfer of a Membership Interest which the Company is required to recognize, the interest of the transferee may then be acquired by the Company upon the following terms and conditions:

(a) The Company will have the unilateral option to re-acquire the Membership Interest by giving written notice to the transferee of its intent to purchase within 90 days from the date it is finally determined that the Company is required to recognize the transfer.

(b) The Company will have 180 days from the first day of the month following the month in which it delivers notice exercising its option to purchase the Membership Interest. The valuation date for the Membership Interest will be the first day of the month following the month in which notice is delivered.

(c) Unless the Company and the transferee agree otherwise, the fair market value of a Member's Membership Interest is to be determined by the written appraisal of a Person or firm qualified to value this type of business. The appraiser selected by the Company must be a member of and qualified by the American Society of Appraisers, Business Valuations Division, [P. O. Box 17265, Washington, DC 20041] to perform appraisals.

(d) Closing of the sale will occur at the registered office of the Company at 10 o'clock A.M. on the

first Tuesday of the month following the month in which the valuation report is accepted by the transferee (called the "closing date"). The transferee must accept or reject the valuation report within 30 days from the date it is delivered. If not rejected in writing within the required period, the report will be accepted as written. If rejected, closing of the sale will be postponed until the first Tuesday of the month following the month in which the valuation of the Membership Interest is resolved. The transferee will be considered a non-voting owner of the Membership Interest, and entitled to all items of income, deduction, gain or loss from the Membership Interest, plus any additions or subtractions therefrom until closing.

(e) In order to reduce the burden upon the resources of the Company, the Company will have the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in 10 equal annual installments (or the remaining terms of the Company if less than 10 years) with interest thereon at market rates, adjusted annually as of the first day of each calendar year at the option of the Manager. The term "market rates" will mean the rate of interest prescribed as the "prime rate" as quoted in the money rates section of the Wall Street Journal, which is also the base rate on corporate loans at large United States money center commercial banks, as of the first day of the calendar year. If §§483 and 1274A of the Code apply to this transaction, the rate of interest of the purchase money obligation will be fixed at the rate of interest then required by law. The first installment of principal, with interest due thereon, will be due and payable on the first day of the calendar year following closing, and subsequent annual installments, with interest due thereon, will be due and payable, in order, on the first day of each calendar year which follows until the entire amount of the obligation, principal and interest, is fully paid. The Company will have the right to prepay all or any part of the purchase money obligation at any time without premium or penalty.

(f) The Manager may assign the Company's option to purchase to one or more of the Members (this with the affirmative consent of no less than 50% of the remaining Members, excluding the interest of the Member or transferee whose interest is to be acquired), and when done, any rights or obligations imposed upon the Company will instead become, by substitution, the rights and obligations of the Members who are assignees.

(g) Neither the transferee of an unauthorized transfer or the Member causing the transfer will have the right to vote during the prescribed option period, or if the option to purchase is timely exercised, until the sale is actually closed.

3.23 **TAX TREATMENT OF TRANSFERRED MEMBERSHIP INTERESTS.** With respect to any transferred Membership Interest that may occur, all items of income, gain, loss, deduction, and credit allocable to any transferred Membership Interest shall for tax purposes be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that Membership Interest without regard to the results of Company operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method permissible under §706 of the Code and the regulations thereunder.

ARTICLE IV: CAPITAL CONTRIBUTIONS

4.1 **INITIAL CONTRIBUTIONS.** Contemporaneously with the execution by such Member of this Operating Agreement, each Member shall make the Capital Contributions described for that Member in SCHEDULES A and B. No interest shall be earned or paid on Capital Contributions or a member's capital account.

4.2 **SUBSEQUENT CONTRIBUTIONS.** If necessary and appropriate to enable the Company to meet its costs, expenses, obligations, and liabilities, and if no lending source is available, then the Manager shall notify each Class A Member ("Capital Call") of the need for any additional capital contributions, and such capital demand shall be made on each Class A Member in proportion to its Class A Membership Interest. Any such Capital Call notice must include a statement in reasonable detail of the proposed uses of the required additional capital

contributions and a date (which date may be no earlier than the fifth Business Day following each Member's receipt of its notice) before which the additional capital contributions must be made.

4.3 **FAILURE TO CONTRIBUTE.** If a Member does not contribute all of its share of a Capital Call by the time required, then either:

1) One or more Class A Members may provide the additional capital, with such added capital to be reflected in that Class A Member's Capital Contribution, however, such additional capital to be entitled to priority return superior to those set forth in Article V.

or

2) Any other Members, individually or in concert (the "Lending Member," whether one or more), to advance the portion of the Delinquent Member's Capital Call that is in default, with the following results:

(a) the sum advanced constitutes a loan from the Lending Member to the Delinquent Member and a Capital Contribution of that sum to the Company by the Delinquent Member pursuant to the applicable provisions of this Operating Agreement;

(b) the principal balance of the loan and all accrued unpaid interest thereon is due and payable in whole on the tenth day after written demand therefore by the Lending Member to the Delinquent Member;

(c) the amount loaned bears interest at the Default Interest Rate from the day that the advance is deemed made until the date that the loan, together with all interest accrued on it, is repaid to the Lending Member;

(d) all distributions from the Company that otherwise would be made to the Delinquent Member (whether before or after dissolution of the Company) instead shall be paid to the Lending Member until the loan and all interest accrued on it have been paid in full to the Lending Member (with payments being applied first to accrued and unpaid interest and then to principal);

(e) the payment of the loan and interest accrued on it is secured by a security interest in the Delinquent Member's Membership Interest, and the Lending Member may file a financing statement evidencing and perfecting such security interest; and

(f) the Lending Member has the right, in addition to the other rights and remedies granted to it pursuant to this Operating Agreement or available to it at law or in equity, to take any action (including, without limitation, court proceedings) that the Lending Member may deem appropriate to obtain payment by the Delinquent Member of the loan and all accrued and unpaid interest on it, at the cost and expense of the Delinquent Member.

4.4 **RETURN OF CONTRIBUTIONS.** Class A Members are not entitled to the return of any part of their Capital Contributions. In accordance with Article V, Class B Members and Class C Members are entitled to priority return of all of their Capital Contributions. An un-repaid Capital Contribution is not a liability of the Company or of any Member.

4.5 **ADVANCES BY MEMBERS.** If the Company does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so with the Manager's consent may advance all or part of the needed funds to or on behalf of the Company. An advance described in this Section constitutes a loan from the Member to the Company, bears interest at the General Interest Rate from the date of the advance until the date of payment, and is not a Capital Contribution.

4.6 **CAPITAL ACCOUNTS.** A capital account shall be established and maintained for each Member,

by Class. The Members' capital accounts also shall be maintained and adjusted as permitted by the provisions of Treas. Reg. § 1.704-1 (b)(2)(iv)(f) and as required by the other provisions of Treas. Reg. § 1.704-1 (b)(2)(iv) and 1.704-1(b)(4), including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treas. Reg. §1.704-l(b)(2)(iv)(g). On the transfer of all or part of a Membership Interest, the capital account of the transferor that is attributable to the transferred Membership Interest or part thereof shall carry over to the transferee Member in accordance with the provisions of Treas. Reg. §1.704-l(b)(2)(iv)(l).

ARTICLE V: ALLOCATIONS AND DISTRIBUTIONS

5.1 DISTRIBUTIONS. From time to time (but at least once each calendar quarter) the Manager shall determine in its reasonable judgment to what extent (if any) the Company's cash on hand exceeds its current and anticipated needs, including, without limitation, for operating expenses, debt service, acquisitions, and a reasonable contingency reserve. If such an excess exists, the Manager shall cause the Company to distribute to the Members an amount in cash (or property other than cash) equal to that excess. Distributions by the Manager shall be mandatory upon the affirmative vote of 95% or more of the Class A Members, subject to Section 5.5.

5.2 ALLOCATION OF PROFIT DISTRIBUTIONS OF THE COMPANY. Profit distributions of the Company in each fiscal quarter shall be allocated to the Members as follows:

i. first to the Class B Members, in proportion to their respective Class B Capital Contributions, in accordance with Section 5.3 ("Priority Return");

ii. next to the Class C Members, in proportion to their respective Class C Capital Contributions, in accordance with Section 5.3 ("Priority Return");

iii. next to the Class A Members in accordance with their respective Class A Membership Interests; provided, however, that Class A Members will only be allocated profit distributions after Class B Members and Class C Members have been paid their entire Priority Return.

5.3 TREATMENT OF CLASS B DISTRIBUTIONS. Class B profit distributions made pursuant to Section 5.2(i) shall be treated as a return of capital, and accordingly each Class B Member's Capital Contribution will be proportionately reduced by the dollar amount equal to the allocation of profit distributions made to that particular Class B Member, until their Capital Contribution is returned in full. Once each Class B Member's Capital Contribution is reduced to $0, the Class B class will cease to exist.

5.4 TREATMENT OF CLASS C DISTRIBUTIONS. Class C profit distributions made pursuant to Section 5.2(ii) shall be treated as a return of capital, and accordingly each Class C Member's Capital Contribution will be proportionately reduced by the dollar amount equal to the allocation of profit distributions made to that particular Class C Member, until their Capital Contribution is returned in full. Once each Class C Member's Capital Contribution is reduced to $0, the Class C class will cease to exist.

5.5 RIGHT TO RECEIVE DISTRIBUTIONS. Except as otherwise provided in NRS §86.391 and §86.521, at the time a Member becomes entitled to receive a distribution, the Member has the status of and is entitled to all remedies available to a creditor of the Company with respect to the distribution.

5.6 LIMITATION ON DISTRIBUTION. Notwithstanding any other provision in this Article, the Manager may not make a distribution to the Company's Members to the extent that, immediately after giving effect to the distribution, all liabilities of this Company, other than liabilities to Members with respect to their interests and liabilities for which the recourse of creditors is limited to specified property of this Company, exceed the fair value of this Company assets, except that the fair value of property that is subject to a liability for which recourse of creditors is limited shall be included in this Company's assets only to the extent that the fair value of that property exceeds that liability. However, a Member who receives such a distribution has no liability under the Act to return the distribution unless the Member knew that the distribution violated any provision of the Act.

ARTICLE VI: MANAGER

6.1 MANAGEMENT BY MANAGER.

A. Except for situations in which the approval of the Members is required by this Operating Agreement or by non-waivable provisions of applicable law, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Manager. No member shall take part in the management of the Company's business, transact any business in the Company's name or have the power to sign documents or otherwise bind the Company. The Manager may make all decisions and take all actions for the Company not otherwise provided for in this Operating Agreement, including, without limitation, the following:

(1) hiring, managing, and terminating officers, employees, and independent contractors

(2) entering into, making, and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company;

(3) opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;

(4) maintaining the assets of the Company in good order;

(5) collecting sums due the Company;

(6) to the extent that funds of the Company are available therefore, paying debts and obligations of the Company;

(7) acquiring, utilizing for Company purposes, and Disposing of any asset of the Company;

(8) borrowing money or otherwise committing the credit of the Company for Company activities and voluntary prepayments or extensions of debt;

(9) selecting, removing, and changing the authority and responsibility of lawyers, accountants, and other advisers and consultants;

(10) obtaining insurance for the Company;

(11) determining distributions of Company cash and other property as provided in Article V; and

(12) the institution, prosecution and defense of any proceeding in the Company's name.

B. Notwithstanding the provisions of Section 6.1 A., the Manager may not cause the Company to do any of the following without complying with the applicable requirements set forth below:

(1) sell, lease, exchange or otherwise dispose of (other than by way of a pledge, mortgage, deed of trust or trust indenture) all or substantially all the Company's property and assets (with or without good will), other than in the usual and regular course of the Company's business, without complying with the applicable procedures set forth in the Act, including, without limitation, the requirements set forth in this Operating Agreement regarding approval by the Members (unless such provision is rendered inapplicable by another provision of applicable law);

(2) be a party to (i) a merger, or (ii) an exchange or acquisition, without complying with the

applicable procedures set forth in the Act, including, without limitation, the requirements set forth in this Operating Agreement regarding approval by the Members (unless such provision is rendered inapplicable by another provision of applicable law);

(3) amend or restate the Articles, without complying with the applicable procedures set forth in the Act, including, without limitation, the requirements set forth in this Operating Agreement regarding approval by the Members, unless such provision is rendered inapplicable by another provision of applicable law.

6.2 ACTIONS BY MANAGER; DELEGATION OF AUTHORITY AND DUTIES.

A. In managing the business and affairs of the Company and exercising its powers, the Manager shall act: (i) collectively through meetings and written consents consistent as may be provided or limited in other provisions of this Operating Agreement; (ii) through officers to whom management authority and duties have been delegated, pursuant to subsection (C) below; and (iii) through committees comprised of Members and management, if any so may be appointed.

B. The Manager may, from time to time, designate one or more advisory boards to provide guidance and insight to the Company's strategic direction and operations, provided, however, that any such advisory board shall have no managerial authority or any other authority to act on behalf of or bind the Company.

C. The Manager may, from time to time, designate one or more natural persons to be officers of the Company. No officer need be a resident of the State of Nevada or a Member. Any officers so designated shall have such authority and perform such duties as the Manager may, from time to time, delegate to them. The Manager may assign titles to particular officers. Unless the Manager decide otherwise, if the title is one commonly used for officers of a business corporation formed under the NRS Chapter 78, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office but may also include other such specific delegation of authority and duties made to such officer by the Manager. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been terminated by Manager or the President of the Company, if any. Any number of offices may be held by the same person. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Manager or the President of the Company (if such position has been appointed). Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Manager. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the Manager whenever in their judgment the best interests of the Company will be served thereby; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the Person so removed. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Manager.

D. Any Person dealing with the Company, other than a Member, may rely on the authority of the Manager or officer in taking any action in the name of the Company without inquiry into the provisions of this Operating Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Operating Agreement.

6.3 AGENCY. The Manager and any appointed officers are agents of this Company for the purpose of any act carrying out the business of the Company, including the execution in the name of the Company of any instrument for apparently carrying on in the usual way the business of this Company.

6.4 COMPENSATION. The Manager shall be paid reasonable compensation and reimbursed for all expenses incurred on behalf of the Company.

6.5 REMOVAL AND RESIGNATION. The Manager may not be removed or terminated by the Members except by unanimous vote. The Manager may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein.

6.6 VACANCIES. Any vacancy occurring in the position of Manager may be filled by the affirmative

vote of a majority of Class A Members by election at a special meeting of Members called for that purpose.

6.7 **APPROVAL OR RATIFICATION OF ACTS OR CONTRACTS BY MEMBERS.** The Manager in its discretion may submit any act or contract for approval or ratification at any annual meeting of the Members, or at any special meeting of the Members called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by 98% of the Class A Members shall be as valid and as binding upon the Company and upon all the Members as if it shall have been approved or ratified by every Member of the Company.

6.8 **INTERESTED MANAGER, OFFICERS AND MEMBERS.**

A. No contract or transaction shall be voidable between this Company and any other Person in which the Company's Manager, any Member, or any officer is (i) that Person or (ii) holds a financial interest in that Person, if:

(1) The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to all of the Members, and the Manager or committee in good faith authorizes the contract or transaction; or

(2) The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to all Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the Members; or

(3) The contract or transaction is fair as to this Company as of the time it is authorized, approved, or
ratified by the Manager or the Members.

B. A Member who is a Manager may be counted in determining the presence of a quorum at a meeting of the Members which authorizes the contract or transaction.

ARTICLE VII: INDEMNIFICATION

7.1 **DEFINITIONS.** For purposes of this Article VII:

A. "Limited Liability Company" includes any domestic or foreign predecessor entity of the Company in a merger, consolidation, or other transaction in which the liabilities of the predecessor are transferred to the Company by operation of law and in any other transaction in which the Company assumes the liabilities of the predecessor but does not specifically exclude liabilities that are the subject matter of this Article.

B. "Manager" means any Person who is or was a Manager of the Company and any Person who, while a Manager of the Company, is or was serving at the request of the Company as a Manager, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

C. "Expenses" include court costs and attorneys' fees.

D. "Official capacity" means: (1) when used with respect to a Manager, the office of Manager in the Company; and (2) when used with respect to a Person other than a Manager, the elective or appointive office in the Company held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Company; provided, however, that "official capacity" does not include service for any other foreign or domestic limited liability company, corporation, or any partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

E. "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any

inquiry or investigation that could lead to such an action, or proceeding.

7.2 **STANDARD FOR INDEMNIFICATION.** The Company shall indemnify a Person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the Person is or was a Manager or Officer of the Company, or for any action, related to Company or non-Company matters, if it is determined either by the Manager for any reason, or in accordance with this Article, that the Person:

A. conducted himself in good faith;

B. reasonably believed (i) in the case of conduct in his official capacity as a Manager of the Company, that his conduct was in the Company's best interests, and (ii) in all other cases, that his conduct was at least not opposed to the Company's best interests;

C. in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful; or

D. for any other reason as may be determined solely in the discretion of the Manager.

7.3 **PROHIBITED INDEMNIFICATION.** Except to the extent permitted by this Article, a Manager or Member may not be indemnified under any Section of this Article in respect of a proceeding:

A. in which the Person is found liable on the basis that personal benefit from company assets was improperly received by him; or

B. in which the Person is found liable to the Company.

Either the Manager or majority of the membership may elect to provide for such indemnification of the Manager or any party under any circumstance.

7.4 **EFFECT OF TERMINATION OF PROCEEDING.** The termination of a proceeding by judgment, order, settlement, or conviction, or on a plea of nolo contendere or its equivalent is not of itself determinative that the Person did not meet the requirements set forth in any Section of this Article. A Person shall be deemed to have been found liable in respect of any claim, issue or matter only after the Person shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Until such time as to a final disposition, the Company shall provide the indemnification and defenses contemplated herein.

7.5 **EXTENT OF INDEMNIFICATION.** A Person shall be indemnified under this Article against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the Person in connection with the proceeding; but if the Person is found liable to the Company or is found liable on the basis that Personal benefit was improperly received by the Person, the indemnification shall (a) be limited to reasonable expenses actually incurred, and (b) not be made in respect of any proceeding in which the Person shall have been found liable for willful or intentional misconduct in the performance of such Person's duty to the Company.

7.6 **DETERMINATION OF INDEMNIFICATION.** A determination of indemnification under any Section of this Article may be made by (i) the Manager, (ii) legal counsel to the company, or (iii) by the Members in a vote.

7.7 **AUTHORIZATION OF INDEMNIFICATION.** Authorization of indemnification and determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that: (i) if the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination as to reasonableness of expenses must be made in the manner specified by the foregoing Section for the selection of special legal counsel; and (ii) the provision of this Article making indemnification mandatory in certain cases specified herein shall be deemed to constitute authorization in the manner specified by this Section of indemnification in such cases.

7.8 **SUCCESSFUL DEFENSE OF PROCEEDINGS.** Except as provided otherwise by law or by this Operating Agreement, the Company shall indemnify a Manager against reasonable expenses incurred by him in connection with a proceeding in which he is a named defendant or respondent if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding.

7.9 **COURT ORDER IN SUIT FOR INDEMNIFICATION.** Indemnification required by the foregoing Section shall be subject to Order upon request by an indemnified party in a court of competent jurisdiction upon claim by the Manager as to entitlement to indemnification under that Section, the court shall order indemnification and shall award to the Manager the expenses incurred in securing the indemnification.

7.10 **COURT DETERMINATION OF INDEMNIFICATION.** Upon application of a Manager, a court of competent jurisdiction shall determine, after giving any notice the court considers necessary, that the Manager is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he has met the requirements set forth in any Section of this Article or has been found liable in the circumstances described in any Section of this Article. The court shall order the indemnification that the court determines is proper and equitable; but, if the Person is found liable to the Company or is found liable on the basis that personal benefit was improperly received by the Person, the indemnification shall be limited to reasonable expenses actually incurred by the Person in connection with the proceeding.

7.11 **ADVANCEMENT OF EXPENSES.** Reasonable expenses incurred by a Manager who was, is, or is threatened to be made a named defendant or respondent in a proceeding shall be paid or reimbursed by the Company in advance of the final disposition of the proceeding, without the authorization or determination specified in this Article, after the Company receives a written affirmation by the Manager of his good faith belief that he has met the standard of conduct necessary for indemnification under this Article and a written undertaking, which must be an unlimited general obligation of the Manager (and can be accepted without reference to financial ability to make repayment) but need not be secured, made by or on behalf of the Manager to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of the Manager against expenses incurred by him in connection with that proceeding is prohibited by this Article. A provision contained in the Articles, this Operating Agreement, a resolution of Members or Manager, or an agreement that makes mandatory the payment or reimbursement permitted under this Section shall be deemed to constitute authorization of that payment or reimbursement.

7.12 **EXPENSES OF WITNESS.** Notwithstanding any other provision of this Article, the Company may pay or reimburse expenses incurred by a Manager in connection with his appearance as a witness or other participation in a proceeding at a time when he is not a named defendant or respondent in the proceeding, given that such appearance or participation occurs by reason of his being or having been a Manager of the Company.

7.13 **INDEMNIFICATION OF OFFICERS.** The Company may, at the discretion of the Manager, indemnify and advance or reimburse expenses to a Person who is or was an officer of the Company to the same extent that it shall indemnify and advance or reimburse expenses to Manager under this Article.

7.14 **INDEMNIFICATION OF OTHER PERSONS.** The Company may, at the discretion of the Manager, indemnify and advance expenses to any Person who is not or was not an officer, employee, or agent of the Company but who is or was serving at the request of the Company as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise to the same extent that it shall indemnify and advance expenses to Manager under this Article.

7.15 **ADVANCEMENT OF EXPENSES TO OFFICERS AND OTHERS.** The Company shall indemnify and advance expenses to an officer, and may indemnify and advance expenses to an employee or agent of the Company, or other Person who is identified in the foregoing Section and who is not a Manager, to such further extent as such Person may be entitled by law, agreement, vote of Members or otherwise.

7.16 **CONTINUATION OF INDEMNIFICATION.** The indemnification and advance payments provided by this Article shall continue as to a Person who has ceased to hold his position as a Manager, officer, employee or agent, or other Person described in any Section of this Article, and shall inure to his heirs, executors and

administrators.

7.17 **LIABILITY INSURANCE.** The Company may purchase and maintain insurance or another arrangement on behalf of any Person who is or was a Manager, officer, employee, or agent of the Company or who is or was serving at the request of the Company as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a Person, whether or not the Company would have the power to indemnify him against that liability under this Article. If the insurance or other arrangement is with a Person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Company would not have the power to indemnify the Person only if including coverage for the additional liability has been approved by the Members of the Company. Without limiting the power of the Company to procure or maintain any kind of insurance or other arrangement, the Company may, for the benefit of Persons indemnified by the Company, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Company; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Company or with any insurer or other Person deemed appropriate by the Manager regardless of whether all or part of the stock or other securities of the insurer or other Person are owned in whole or part by the Company. In the absence of fraud, the judgment of the Manager as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other Person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be avoidable and shall not subject the Manager approving the insurance or arrangement to liability, on any ground, regardless of whether Manager participating in the approval are beneficiaries of the insurance or arrangement.

ARTICLE VIII: CERTIFICATES

8.1 **CERTIFICATES.** Certificates in the form determined by the Manager shall be executed representing all Membership Interests then outstanding, as may change from time to time. Such certificates shall be consecutively numbered, and shall be entered in the books of the Company as they are issued. Each certificate shall state on the face thereof the holder's name, the class of membership, the Membership Interest, and such other matters as may be required by the laws of the State of Nevada. They shall be signed by a Manager or officer of the Company, and may be sealed with the seal of the Company if adopted. A Member has the right to possess the original certificate, provided, however, that the Manager may keep a copy of such certificate in the records of the Company.

8.2 **REPLACEMENT OF LOST OR DESTROYED CERTIFICATE.** The Manager may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the holder of record thereof, or his duly authorized attorney or legal representative who is claiming the certificate to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Manager in its discretion and as a condition precedent to the issuance thereof, may require the owner of such lost or destroyed certificate or certificates or his legal representative to advertise the same in such manner as it shall require or to give the Company a bond with surety and in form satisfactory to the Company (which bond shall also name the Company's transfer agents and registrars, if any, as obligees) in such sum as it may direct as indemnity against any claim that may be made against the Company or other obligees with respect to the certificate alleged to have been lost or destroyed, or to both advertise and also give such bond.

8.3 **TRANSFER OF MEMBERSHIP INTEREST.** Upon surrender to the Company or the transfer agent of the Company of a certificate for Membership Interest duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Company to issue a new certificate to the Person entitled thereto, cancel the old certificate, and record the transaction upon its books.

8.4 **REGISTERED MEMBERS.** The Company shall be entitled to treat the holder of record of any certificate or certificate of Membership interest of the Company as the owner thereof for all purposes and, accordingly shall not be bound to recognize any equitable or other claim to or interest in such Membership interest or

any rights deriving from such Membership Interest on the part of any other Person, including (but without limitation) a purchaser, assignee or transferee, unless and until such other Person becomes a Member, whether or not the Company shall have either actual or constructive notice of the interest of such Person, except as otherwise provided by law.

ARTICLE IX: TAXES

9.1 TAX RETURNS. The tax matters partner, as defined in Section 9.3, shall cause to be prepared and filed any necessary federal and state income tax returns for the Company, including making the elections described in Section 9.2. Each Member shall furnish to the tax matters partner all pertinent information in its possession relating to Company operations that is necessary to enable the Company's income tax returns to be prepared and filed.

9.2 TAX ELECTIONS. The Company may make the following elections on the appropriate tax returns:

A. to adopt the calendar year as the Company's fiscal year;

B. to adopt the cash method of accounting and to keep the Company's books and records on the income-tax method;

C. if a distribution of Company property as described in §734 of the Code occurs or if a transfer of a Membership Interest as described in §743 of the Code occurs, on written request of any Member, to elect, pursuant to §754 of the Code, to adjust the basis of Company properties;

D. to elect to amortize the organizational expenses of the Company and the start-up expenditures of the Company under §195 of the Code as permitted by §709(b) of the Code; and

E. any other election the Manager may deem appropriate and in the best interests of the Members.

9.3 TAX MATTERS PARTNER. The Manager shall designate itself to be the "tax matters partner" of the Company pursuant to §6231(a)(7) of the Code. The tax matters partner shall take such action as may be necessary to cause each other Member to become a "notice partner" within the meaning of §6223 of the Code. Any Member who is designated tax matters partner shall inform each other Member of all significant matters that may come to its attention in its capacity as tax matters partner by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, shall forward to each other Member copies of all significant written communications it may receive in that capacity. The tax matters partner may not take any action contemplated by §§6222 through 6232 of the Code without the consent of a majority of Members but this sentence does not authorize any action left to the determination of an individual Member under §§6222 through 6232 of the Code.

ARTICLE X: NOTICE

10.1 METHOD. Whenever by statute or the Articles or this Operating Agreement, notice is required to be given to any Member or the Manager, and no provision is made as to how the notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, postage prepaid, addressed to the Manager or Member at the address appearing on the books of the Company, or in any other method permitted by law. Any notice required or permitted to be given by mail shall be deemed given at the time when the same is thus deposited in the United States mail.

10.2 WAIVER. Whenever, by statute or the Articles or this Operating Agreement, notice is required to be given to any Member or Manager, a waiver thereof in writing signed by the Person or Persons entitled to such notice, whether before or after the time stated in such notice, shall be equivalent to the giving of such notice. Attendance of the Manager or a Member at a meeting shall constitute a waiver of notice of such meeting, except

where a Manager or Member attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

ARTICLE XI: BANKRUPTCY OF A MEMBER

11.1 BANKRUPTCY. If any Member becomes a Bankrupt Member, the Company shall have the option, exercisable by notice from the Manager to the Bankrupt Member (or its representative) at any time prior to the 180th day after receipt of notice of the occurrence of the event causing it to become a Bankrupt Member, to buy, and on the exercise of this option the Bankrupt Member's bankruptcy estate (or the trustee thereof) shall sell, its Membership Interest to the Company. The purchase price shall be a dollar amount equal to the Class A Capital Contribution of the Bankrupt Member plus the remaining Class B capital account, if any, of that Bankrupt Member. The payment to be made to the Bankrupt Member or its estate pursuant to this Section is in complete liquidation and satisfaction of all the rights and interest of the Bankrupt Member and its estate (and of all Persons claiming through the Bankrupt Member and its estate) in and in respect to the Company, including, without limitation, any Membership Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the Members.

ARTICLE XII: DISSOLUTION, LIQUIDATION, AND TERMINATION

12.1 DISSOLUTION. The Company shall dissolve and its affairs shall be wound up on the written consent of all Members.

12.2 LIQUIDATION AND TERMINATION. On dissolution of the Company, the Manager shall act as liquidator or may appoint one or more Members as liquidator. If there is no Manager then the Members by majority vote will appoint one or more Members as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Manager. The steps to be accomplished by the liquidator are as follows:

A. as promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

B. the liquidator shall provide written notice to be mailed to each known creditor of and claimant against the Company;

C. the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

D. all remaining assets of the Company shall be distributed to the Members as follows:

(1) the liquidator may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the capital accounts of the Members;

(2) with respect to all Company property that has not been sold, the fair market value of that property shall be determined and the capital accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the capital accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market

value of that property on the date of distribution; and

(3) Company property shall be distributed among the Members in accordance with the positive capital account balances of the Members, as determined after taking into account all capital account adjustments for the taxable year of the Company during which the liquidation of the partnership occurs (other than those made by reason of this Clause (3)); and those distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation). All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses, and liabilities theretofore incurred or for which the Company has committed prior to the date of termination and those costs, expenses, and liabilities shall be allocated to the distributee pursuant to this Section 12.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 12.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its Membership Interest and all the Company's property and constitutes a compromise to which all Members have consented. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

12.3 **DEFICIT CAPITAL ACCOUNTS.** Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the capital account of any Member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation), or distributions of money pursuant to this Operating Agreement to all Members in proportion to their respective Capital Contributions, upon dissolution of the Company such deficit shall not be an asset of the Company and such Members shall not be obligated to contribute such amount to the Company to bring the balance of such Member's capital account to zero.

12.4 **ARTICLES OF DISSOLUTION.** On completion of the distribution of Company assets as provided herein, the Company is terminated, and the Manager or a Member shall file Articles of Dissolution with the Secretary of State of Nevada and take such other actions as may be necessary to terminate the Company.

ARTICLE XIII: GENERAL PROVISIONS

13.1 BOOKS AND RECORDS.

A. The Company shall maintain those books and records as provided by statute and as it may deem necessary or desirable. All books and records provided for by statute shall be open to inspection of the Members from time to time and to the extent expressly provided by statute. The Manager may examine all such books and records at all reasonable times. The Company shall keep and maintain the following records in its principal office in the United States or make them available in that office within five days after the date of receipt of a written request as may be specified in the Act:

(1) a current list that states:

(a) the name and mailing address of each Member;
(b) the percentage or other interest in the Company owned by each Member; and
(c) if one or more classes or groups are established in or under the Articles or this Operating Agreement, the names of the Members who are Members of each specified class or group;

(2) copies of the federal, state, and local information or income tax returns for the Company's six most recent tax years.

(3) a copy of the Articles and this Operating Agreement, all amendments or restatements, executed copies of any powers of attorney, and copies of any document that creates, in the

manner provided by the Articles or this Operating Agreement, classes or groups of Members;

(4) unless contained in the Articles or this Operating Agreement, a written statement of:

(a) the amount of the cash contribution and a description and statement of the agreed value of any other contribution made by each Member, and the amount of the cash contribution and a description and statement of the agreed value of any other contribution that the Member has agreed to make in the future as an additional contribution;
(b) the times at which additional contributions are to be made or events requiring additional contributions to be made;
(c) events requiring the Company to be dissolved and its affairs wound up; and
(d) the date on which each Member in the Company became a Member; and

(5) correct and complete books and records of accounts of the Company.

B. The Company shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

C. The Company shall keep in its registered office in Nevada and make available to Members on reasonable request the street address of its principal United States office in which the records required by this Section are maintained or will be available.

D. A Member, on written request stating the purpose, may examine and copy, in person or by the Member's representative, at any reasonable time, for any proper purpose, and at the Member's expense, records required to be kept under this Section and other information regarding the business, affairs, and financial condition of the Company as is just and reasonable for the Person to examine and copy.

E. On the written request by any Member, the Manager shall provide to the requesting Member or assignee, without charge, true copies of:

(1) the Articles and this Operating Agreement and all amendments or restatements; and
(2) any of the tax returns described in the Act.

13.2 AMENDMENT OR MODIFICATION. This Operating Agreement may be amended or modified from time to time only by a written instrument adopted by the affirmative vote of 98% or more of the Class A Members.

13.3 CHECKS, NOTES, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Company shall be signed or endorsed by one or more designated Persons appointed by the Manager or Chief Financial Officer of the Company, if such officer position exists.

13.4 HEADINGS. The headings used in this Operating Agreement have been inserted for convenience only and do not constitute matter to be construed in interpretation.

13.5 CONSTRUCTION. Whenever the context so requires, the gender of all words used in this Operating Agreement includes the masculine, feminine, and neuter, and the singular shall include the plural, and conversely. All references to Articles and Sections refer to articles and sections of this Operating Agreement, and all references to Exhibits or Schedules, if any, are to Exhibits or Schedules attached hereto, if any, each of which is made a part hereof for all purposes. If any portion of this Operating Agreement shall be invalid or inoperative, then, so far as is reasonable and possible:

A. The remainder of this Operating Agreement shall be considered valid and operative; and
B. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

13.6 **ENTIRE AGREEMENT; SUPERSEDURE.** This Operating Agreement constitutes the entire agreement of the Members of the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

13.7 **EFFECT OF WAIVER OR CONSENT.** A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

13.8 **BINDING EFFECT.** Subject to the restrictions on Dispositions set forth in this Operating Agreement, this Operating Agreement is binding on and inures to the benefit of the Members and their respective heirs, legal representatives, successors, and assigns.

13.9 **DISPUTE RESOLUTION - BINDING ARBITRATION ELECTION.** Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof shall solely be settled by arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties specifically waive any rights to litigation as a dispute resolution methodology and further divest any Court of jurisdiction to determine disputes between the parties to this Agreement. Notwithstanding, judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. The arbitration shall be held in the City of Las Vegas and State of Nevada, in the English language, and shall be conducted before three arbitrators, wherein the party calling for arbitration selects one arbiter, the party defending selects one arbiter and the arbiters select a third, agreeable to the parties or, if no agreement can be reached, then selected by the AAA. All costs related to the arbitration shall initially be borne by the aggrieved party. The arbitrators shall make findings of fact and law in writing in support of his decision, and shall award reimbursement of attorney's fees and other costs of arbitration to the prevailing party as the arbitrator deems appropriate. The provisions hereof shall not preclude any party from seeking post arbitration injunctive relief to protect or enforce its rights hereunder, or prohibit any court from making findings of fact in connection with granting or denying such injunctive relief after and in accordance with the decision of the arbitrator. No decision of the arbitrator shall be subject to judicial review or appeal; the parties waive any and all rights of judicial appeal or review, on any ground, of any decision of the arbitrator.

13.10 **LIQUIDATED DAMAGES PROVISION.** Should any party initiate a civil proceeding against any other, notwithstanding the binding arbitration provision above, such party initiating civil litigation shall recognize that it has caused material damage and harm to the other by way of their breach of this agreement, and agrees to provide to the named defendant party, liquidated damages in the amount of any costs of defense incurred by the aggrieved party plus ten thousand dollars ($10,000.00).

13.11 **GOVERNING LAW; SEVERABILITY.** THIS OPERATING AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEVADA, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS OPERATING AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Operating Agreement and (a) any provision of the Articles, or (b) any mandatory provision of the Act, the applicable provision of the Act shall control. If any provision of this Operating Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Operating Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

13.12 **FURTHER ASSURANCES.** In connection with this Operating Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Operating Agreement and those transactions.

13.13 **NOTICE TO MEMBERS OF PROVISIONS OF THIS AGREEMENT.** By executing this

Operating Agreement, each Member acknowledges that it has actual notice of: (a) all of the provisions of this Operating Agreement, including, without limitation, the restrictions on the transfer of Membership Interests set forth in Article III; and (b) all of the provisions of the Articles. Each Member hereby agrees that this Operating Agreement constitutes adequate notice of all such provisions, including, without limitation, any notice requirement under the Chapter 86 of the Nevada Revised Statutes and under the Nevada Uniform Commercial Code, and each Member hereby waives any requirement that any further notice thereunder be given.

13.14 **COUNTERPARTS.** This Operating Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

13.15 **CONFLICTING PROVISIONS.** To the extent that one or more provisions of this Operating Agreement appear to be in conflict with one another, then the Manager shall have the right to choose which of the conflicting provisions are to be enforced. Wide latitude is given to the Manager in interpreting the provisions of this Operating Agreement to accomplish the purposes and objectives of the Company, and the Manager may apply this Operating Agreement in such a manner as to be in the best interest of the Company, in their sole discretion, even if such interpretation or choice of conflicting provisions to enforce is detrimental to one or more Members or the Manager.

# # # # #

IN WITNESS WHEREOF, the undersigned hereby certify that the foregoing Operating Agreement was unanimously adopted by the Members and Manager, effective as of the first date written in the preamble above, and we have hereunto affixed our signatures.

MANAGER:

MANAGER: **SJC VENTURES HOLDING COMPANY LLC**, a Delaware limited liability company

By: _____
Jay Bloom, Manager

MEMBERS:

MEMBER: **SJC VENTURES HOLDING COMPANY LLC**, a Delaware limited liability company

By: _____
Jay Bloom, Manager

MEMBER: **CBWE, LLC**, a Nevada limited liability company

By: _____
Carlos Cardenas, Manager

MEMBER: **MAMBER VENTURES LLC**, a Nevada limited liability company

By: _____
Manuel A. Ramirez Pleitez, Manager

MEMBER: **PALADIN VENTURES, LLC**, a Nevada limited liability company

By: **LS MARLO TRUST**

By: _____
J. Chris Morgando, Trustee

MEMBER: **BART RENDEL**, an individual

By: _____
Bart Rendel, individually

MEMBER: **DUSTIN LEWIS**, an individual

By: _____
Dustin Lewis, individually

MEMBER: **SCOTT OLIFANT**, an individual

By: _____
Scott Olifant, Esq., individually

MEMBER: **ROBERT CURLEY**, an individual

By: _____
Robert Curley, individually

Chris Wood, an individual

By: _____
Chris Wood, individually

MEMBER: **HANNAH HARVEY**, an individual

By: _____
Hannah Harvey, individually

MEMBER: **JETHRO WAYNE GORDON**, an individual

By: _____
Jethro Wayne Gordon., individually

MEMBER: **WENDELL BROWN**, an individual

By: _____
Wendell Brown, individually

MEMBER: **JEFFREY ALBREGTS**, an individual

By: _____
Jeffrey Albregts, individually

MEMBER: **GLENN PLANTONE**, an individual

By: _____
Glenn Plantone, individually

MEMBER: **ERIN QUATRALE**, an individual

By: _____
Erin Quatrale, individually

MEMBER: **MARILYN WILEY**, an individual

By: _____
Marilyn Wiley, individually

MEMBER: **DENNIS WILEY**, an individual

By: _____
Dennis Wiley, individually

MEMBER: **MARK HOSTETLER**, an individual

By: _____
Mark Hostetler, individually

MEMBER: **ALAN AND THERESA LAHRS**, jointly and individually

By: _____
Alan Lahrs Theresa Lahrs

MEMBER: **IZZY ZALCBERG**, an individual

By: _____
Izzy Zalcberg, individually

Kregg Hale, individual

By: _____
Kregg Hale, individually

MEMBER: **JEAN KEMPNER**, an individual

By: _____
Jean Kempner, individually

MEMBER: **AMY AND ARMAND FARR**, jointly and individually

By: _____
Amy Farr Armand Farr

MEMBER: **KENT ADAMSON**, an individual

By: _____
Kent Adamson, individually

MEMBER: **BASIS INVESTMENTS**, LLC a Texas Limited Liability Company

By: _____
Phil Bourassa, Member

MEMBER: **GREG AND LAURIE DARROCH**, jointly and individually

By: _____
Greg Darroch Laurie Darroch

MEMBER: **CATHERYN COPE**, an individual

By: _____
Catheryn Cope, individually

Exhibit A-1

Vesting Letter

[to be attached]

First 100, LLC
Tivoli Village at Queens Ridge
410 S. Rampart Blvd., Suite 450
Las Vegas, NV 89145

October 18, 2013

Re: Vesting Terms for 1.5% Class A Voting Membership Interest Grant to TGC/Farkas Funding LLC.

Dear **TGC/Farkas Funding LLC**:

The Executive Committee of Directors of First 100, LLC (the ***"Company"***) at its April 26, 2012 meeting, undertook a review of its policies regarding employee equity compensation in connection with continued employment with the Company. Based on that review and in order to provide its employees with appropriate equity compensation as incentive to continue their employment with the company, the Executive Committee of the Board has concluded that all Membership Interest Incentive grants with certain employees, as may be awarded by the Board, is to provide employees with a specified amount of Membership Interest which will vest under certain circumstances as defined herein.

Summary of the Vesting Terms.

A description of the Vesting Terms for Membership Interests grants is as follows.

Each of your existing and any future Membership Interest Incentive grants that may be awarded to you will provide that, such Membership Interest Incentive granted shall vest at a rate of 1/3 of any such position per year for three (3) years of continuous employment, with such Vesting Term commencing on the hire date of Matthew Farkas of **August 28, 2013**.

In the event that you resign, any unvested Membership Interested Incentive granted is subject to forfeiture and will be surrendered back to the company, being deemed as unearned.

In the event that your employment is terminated without cause (including poor performance) or you otherwise resign within 12 months after the Company is acquired, then vesting under each Membership Interest Incentive granted will automatically accelerate to reflect 100% vesting in any such grant, notwithstanding any outstanding vesting period remaining. Such vesting acceleration will also be automatically provided in the event that the corporation that acquires the Company elects not to assume or otherwise substitute equivalent equity for the unvested portion of the Membership Interest Incentive granted.

In the event of forfeiture of a Membership Interest Incentive grant, the total percentage of vested Membership Interest will be equal to the sum of all Membership Interest vested through the time of termination of employment which is the number of whole years that you have been continuously employed by the Company (and the Company's successor, if applicable).

An example of the operation of this accelerated vesting is as follows: Assume that an employee who was hired on January 1, 2013 has a total of 3% Membership Interest Incentive grant in Class A voting equity and the employee is terminated without cause on February 28, 20014. In that hypothetical case, 14 months would have passed from the date that the employee was hired until his/her termination. Without vesting acceleration, the employee shall be subject to forfeiture of 2% of the Membership Interest, retaining 1% of the Membership Interest. Should vesting acceleration be applicable here (and in lieu of regular vesting) the employee would retain the entirety of the 3% Membership Interest.

During the vesting period, any unvested Membership Interest Incentive grant's voting rights shall be voted by the Board.

Please sign below where indicated to confirm your acceptance of the foregoing Vesting Terms for any such Membership Interest Incentive grant as may be held by you. By signing below, you and the Company also agree that:

(a) Other than as expressly stated in this letter agreement, the terms and conditions of the Operating Agreement remain in full force and effect.

(b) This letter, together with any Membership Interest Incentive grant held by you (or that may be awarded to you in the future) sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and undertakings with respect to the subject matter hereof, however, remains subject to the terms and conditions of the Operating Agreement, as amended, as the controlling document.

Very Truly Yours,

Agreed and Accepted

Matthew Farkas
TGC Farkas Funding, LLC

Director
First 100, LLC

CORPORATE HEADQUARTERS: TIVOLI VILLAGE AT QUEENSRIDGE | 410 SOUTH RAMPART BOULEVARD | SUITE 490 | LAS VEGAS, NV 89145 | O:702.823.3600 | F:702.724.9871

Dear Matthew Farkas,

Let this letter serve as a memorial to an agreement stating the following:

The directorship of First 100, LLC has granted a 2% equity position in the company for services rendered in the VP of Finance position to Matthew Farkas, and by extension, the TGC Partnership between Matthew Farkas and Adam Flatto.

The 1% purchase for $1,000,000 by Adam Flatto will be pooled with this position to make a total position of 3% ownership.

Matthew Farkas (with the consent of the board) has offered to split this position with Adam Flatto on a 50%/50% basis. This will leave Matthew with a 1.5% position in First 100, LLC and Adam Flatto with an identical 1.5% position with First 100, LLC.

Sincerely,

J. Chris Morgando
Director
1st One Hundred

m 702.301.3197 | o 702.823.3600 | f 702.724.9781

Exhibit B

Form of

Consent to Admission of New Member and Acceptance
(First 100, LLC Membership Interests)

CONSENT TO ADMISSION OF NEW MEMBER AND ACCEPTANCE

THIS CONSENT TO ADMISSION OF NEW MEMBER AND ACCEPTANCE (the "Consent and Agreement") is made and entered into on the date set forth on the signature page hereto, and effective as of October __ __, 2013 (the "Effective Date"), by and between the individuals set forth on the signature pages attached hereto as Class A Members of FIRST 100, LLC, a Nevada limited liability company, having an address at 11920 Southern Highlands Parkway, Suite 200, Law Vegas, Nevada 89141 (the "Class A Members"), TGC/FARKAS FUNDING LLC, a Delaware limited liability company, having an address c/o The Georgetown Company, LLC, 677 Madison Avenue, New York, New York 10021, Attention: Adam Flatto (the "TGC/Farkas") and FIRST 100, LLC, a Nevada limited liability company, having an address at 11920 Southern Highlands Parkway, Suite 200, Law Vegas, Nevada 89141 (the "Company").

WITNESSETH:

WHEREAS, TGC/Farkas desires to be admitted as an additional Class A member of the First 100, LLC;

WHEREAS, Section 3.19 of the First Amended Operating Agreement of the Company (the "Company Operating Agreement"), adopted April 11, 2012, provides that a majority vote of the Class A Members is required in order for an additional member to be admitted to the Company,

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Company Operating Agreement.

2. Consent. The undersigned Class A Members, constituting a majority of the Class A Members of the Company existing as of the date hereof, hereby consent to the admission of TGC/Farkas as a member of the Company and further consent to TGC/Farkas holding its interest in the following manner: (a) 1.5% subject

to vesting over a three year period as more particularly set forth in the Vesting Letter to TGC/Farkas and (b) 1.5% subject to no vesting.

3. Admission as an Additional Member. The Company accepts this Consent and Agreement. TGC/Farkas is hereby admitted as an additional Member of the Company.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on this __ day of _____, 2013.

CONSENT OF CLASS A MEMBERS:

Paladin Ventures

By: _____
Name:
Title:

SJC 1, LLC

By: _____
Name:
Title

Mawber Ventures

By: _____
Name:
Title:

SJC 2, LLC

By: _____
Name:
Title:

CBWE

By: _____
Name:
Title:

SJC, LLC

By: _____
Name:
Title:

COMPANY:

FIRST 100, LLC

By: _____
Name:
Title:

TGC/FARKAS:

TGC/FARKAS FUNDING LLC

By: _____
Matthew Farkas
Manager

Exhibit C

Form of
Assignment and Assumption of Membership Interests

ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST

THIS ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST (this "Assignment") is made as of _____ __, 20_ (the "Effective Date"), by and between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee"), on the following terms and conditions:

RECITALS:

(A) TGC/Farkas Funding LLC (the "Company") was formed as a limited liability company, on _____ __, 2013, pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as the same may be amended from time to time.

(B) The members thereto entered into that certain Limited Liability Company Agreement of the Company on _____ __, 2013 (the "Operating Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Operating Agreement.

(C) Assignor desires to sell, assign and convey to Assignee, and Assignee desires to buy and pay for, all of Assignor's right, title and interest in the Company on the terms and conditions set forth therein.

(D) The parties hereto desire to enter into this Assignment on the terms set forth herein.

ASSIGNMENT:

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment and Acceptance**. Assignor transfers and assigns to Assignee as of the Effective Date, and Assignee accepts from Assignor as of the Effective Date, the Membership Interest(s) set forth on Schedule 1 attached hereto (collectively, the "Assigned Interest"), together with all privileges, distributions, payments and benefits appertaining thereto including, without limitation, all of

Assignor's right, title and interest in, to and under the Operating Agreement including, without limitation, all sums of money distributable thereunder after the Effective Date in respect of Assignor's Membership Interest in the Company, free and clear of all liens, claims, charges and other encumbrances other than those liens, claims, charges and other encumbrances, if any, created pursuant to the Operating Agreement. This Assignment is made without any representation or warranty, express, implied or statutory by, and without any recourse against, Assignor.

2. **Benefit and Burden**. All terms of this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legal representatives, executors, successors and assigns.

3. **Counterparts**. This Assignment may be executed in multiple counterparts. Each counterpart shall be an original but together such counterparts shall constitute one and the same instrument.

4. **Consent to Transfer**. By signing this Assignment in the space provided below, the Members hereby consent to Assignor's Transfer of Assignor's Membership Interest to Assignee and consent to the substitution of Assignee as a Member of the Company from and after the Effective Date.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED as of the date and year first above recited.

ASSIGNOR:

[ ]

By: _____
Name:
Title:

ASSIGNEE:

[ ],
a _____

By: _____
Name:
Title:

AS OF THIS ___ DAY OF _____, 20__ THE MEMBERS HEREBY CONSENT TO THE WITHIN TRANSFER AND TO THE ADMISSION OF ASSIGNEE AS A SUBSTITUTE MEMBER OF THE COMPANY

_____
Name:

_____
Name:

SCHEDULE 1

Assignor:	Membership Interest Assigned by Assignor:	Remaining Membership Interest of Assignor