

IN THE SUPREME COURT OF THE STATE OF NEVADA

FIRST 100, LLC; and 1st ONE HUNDRED HOLDINGS, LLC, Appellants,

v.

TGC/FARKAS FUNDING, LLC, Respondent.

Electronically Filed
Jan 03 2022 04:52 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court No. 83177

Eighth Judicial District Court
Case No. A-20-822273-C

**RESPONDENT'S APPENDIX IN SUPPORT OF
RESPONDENT'S ANSWERING BRIEF
VOLUME II of V**

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TGC/Farkas Funding, LLC*

CHRONOLOGICAL INDEX OF RESPONDENT'S APPENDIX

Date	Description	Bates No.	Vol.
12/12/2012	Exhibit 07, First Amended Operating Agreement of First 100, LLC (PLTF_032 - 059), admitted on 3/3/2021	SA0001 - 0028	I
10/21/2013	Exhibit 20, TGC Farkas Funding LLC Agreement (PLTF_150 - 172), admitted on 3/10/2021	SA0029 - 0051	I
12/4/2013	Exhibit 08, 1st One Hundred Holdings, LLC Operating Agreement (PLTF_060 – 090), admitted on 3/3/2021	SA0052 - 0082	I
4/18/2017	Exhibit 21, Email to First 100 (PLTF_173 - 178), admitted on 3/3/2021	SA0083 - 0088	I
5/2/2017	Exhibit 01, Demand for Production from TGC Farkas Funding, LLC (PLTF_001 – 004), admitted on 3/3/2021	SA0089 - 0092	I
7/13/2017	Exhibit 22, Letter to Joseph Gutierrez, Esq. (PLTF_179 - 195), admitted on 3/3/2021	SA0093 - 0109	I
9/9/2019	Exhibit 26, First 100, LLC Secretary of State Entity Detail (PLTF_212 – 228), admitted on 3/10/2021	SA0110 - 0126	I
10/29/2019	Exhibit 27, 1st One Hundred Holdings, LLC Secretary of State Entity Detail (PLTF_229 – 239), admitted on 3/10/2021	SA0127 - 0137	I
8/1/2020	Exhibit 23, TGC Farkas Funding, LLC Amendment to Operating Agreement (PLTF_196 - 202), admitted on 3/3/2021	SA0138 - 0144	I

Date	Description	Bates No.	Vol.
9/15/2020	Exhibit 02, Arbitration Award (PLTF_005 - 010), admitted on 3/10/2021	SA0145 - 0150	I
12/30/2020	Declaration of Service to Jay Bloom of 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	SA0151	I
1/5/2021	Declaration of Service to Jay Bloom of Subpoena Duces Tecum served upon Maier Gutierrez and Associates	SA0152	I
1/6/2021	Exhibit 13, Settlement Agreement (PLTF_106 – 108), admitted on 3/10/2021	SA0153 - 0155	I
1/14/2021	Exhibit 11, Correspondence from Raffi Nahabedian, Esq. re Substitution of Counsel (PLTF_096 – 101), admitted on 3/3/2021	SA0156 - 0161	I
1/15/2021	Exhibit 25, Email from Dylan Ciciliano to Raffi Nahabedian (PLTF_209 – 211), admitted on 3/3/2021	SA0162 - 0164	I
1/23/2021	Exhibit FF, Declaration of Matthew Farkas (FIRST0506-0509), admitted on 3/3/2021	SA0165 - 0168	I
1/24/2021	Exhibit 17, Email from Jay Bloom to Matthew Farkas re Matthew Farkas Affidavit (PLTF_123 - 128), admitted on 3/10/2021	SA0169 - 0174	I

Date	Description	Bates No.	Vol.
1/26/2021	Appendix of Exhibits to 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	SA0175 - 0397	II
2/22/2021	Plaintiff's Motion to Compel and For Sanctions; And Application for Ex-Parte Order Shortening Time	SA0398 - 0526	III
3/3/2021	Exhibit 30, Nahabedian Call Log (PLTF_569), admitted on 3/10/2021	SA0527	III
3/3/2021	Exhibit 28, Nahabedian Emails (PLTF_240 - 567), admitted on 3/3/2021	SA0528 - 1018	III,IV,V
3/3/2021	Exhibit 29, Nahabedian Texts with Bloom (PLTF_568), admitted on 3/10/2021	SA1019	V
3/11/2021	Order Granting Plaintiff's Motion to Compel and Denying Countermotion for Protective Order and Sanctions Pursuant to NRS 18.010(2)(b)	SA1020 - 1026	V
6/2/2021	Minute Order regarding attorneys' fees and costs	SA1027	V
8/6/2021	Defendants' Status Report on Compliance with the Court's Orders	SA1028 - 1059	V
8/9/2021	Court Minutes - Status Check	SA1060	V
9/15/2021	Appellants Opening Brief Nevada Supreme Court Case No. 82794	SA1061 - 1105	V

ALPHABETICAL INDEX OF RESPONDENT'S APPENDIX

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9/15/2021	Appellants Opening Brief Nevada Supreme Court Case No. 82794	SA1061 - 1105	V
1/26/2021	Appendix of Exhibits to 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 Sanction	SA0175 - 0397	II
8/9/2021	Court Minutes - Status Check	SA1060	V
12/30/2020	Declaration of Service to Jay Bloom of 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	SA0151	I
1/5/2021	Declaration of Service to Jay Bloom of Subpoena Duces Tecum served upon Maier Gutierrez and Associates	SA0152	I
8/6/2021	Defendants' Status Report on Compliance with the Court's Orders	SA1028 - 1059	V
5/2/2017	Exhibit 01, Demand for Production from TGC Farkas Funding, LLC (PLTF_001 – 004), admitted on 3/3/2021	SA0089 - 0092	I
9/15/2020	Exhibit 02, Arbitration Award (PLTF_005 - 010), admitted on 3/10/2021	SA0145 - 0150	I

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1/14/2021	Exhibit 11, Correspondence from Raffi Nahabedian, Esq. re Substitution of Counsel (PLTF_096 – 101), admitted on 3/3/2021	SA0156 - 0161	I
1/6/2021	Exhibit 13, Settlement Agreement (PLTF_106 – 108), admitted on 3/10/2021	SA0153 - 0155	I
1/24/2021	Exhibit 17, Email from Jay Bloom to Matthew Farkas re Matthew Farkas Affidavit (PLTF_123 - 128), admitted on 3/10/2021	SA0169 - 0174	I
10/21/2013	Exhibit 20, TGC Farkas Funding LLC Agreement (PLTF_150 - 172), admitted on 3/10/2021	SA0029 - 0051	I
4/18/2017	Exhibit 21, Email to First 100 (PLTF_173 - 178), admitted on 3/3/2021	SA0083 - 0088	I
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10/29/2019	Exhibit 27, 1st One Hundred Holdings, LLC Secretary of State Entity Detail (PLTF_229 – 239), admitted on 3/10/2021	SA0127 - 0137	I
3/3/2021	Exhibit 28, Nahabedian Emails (PLTF_240 - 567), admitted on 3/3/2021	SA0528 - 1018	III, IV, V
3/3/2021	Exhibit 29, Nahabedian Texts with Bloom (PLTF_568), admitted on 3/10/2021	SA1019	V
3/3/2021	Exhibit 30, Nahabedian Call Log (PLTF_569), admitted on 3/10/2021	SA0527	III
1/23/2021	Exhibit FF, Declaration of Matthew Farkas (FIRST0506-0509), admitted on 3/3/2021	SA0165 - 0168	I
6/2/2021	Minute Order regarding attorneys' fees and costs	SA1027	V
3/11/2021	Order Granting Plaintiff's Motion to Compel and Denying Countermotion for Protective Order and Sanctions Pursuant to NRS 18.010(2)(b)	SA1020 - 1026	V
2/22/2021	Plaintiff's Motion to Compel and For Sanctions; And Application for Ex-Parte Order Shortening Time	SA0398 - 0526	III

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **RESPONDENTS APPENDIX IN SUPPORT OF RESPONDENT’S ANSWERING BRIEF VOLUME II of V** was filed electronically with the Nevada Supreme Court on January 3, 2022. Electronic Service of the foregoing document shall be made in accordance with the Master Service List as follows:

MAIER GUTIERREZ & ASSOCIATES

JASON R. MAIER

Nevada Bar No. 8557

Email: jrm@mglaw.com

Joseph A. Gutierrez

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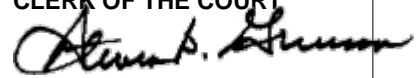
8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Attorneys for Appellants

BY: /s/ Max Erwin

an employee of Garman Turner Gordon LLP



APEN
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Tel: (725) 777-3000
Fax: (725) 777-3112
Attorneys for Plaintiff/Judgment Creditor

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

**APPENDIX OF EXHIBITS TO
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

Exhibit	Description	Bates Numbers
1	Declaration of Matthew Farkas	OPP001 - 005
1-A	September 17, 2020 Email attaching signature to Amendment to Limited Liability Company Agreement of TGC/Farkas Funding, LLC	OPP006 - 008
1-B	Engagement Letter for Mr. Nahabedian	OPP009 - 013
1-C	Settlement Agreement	OPP014 - 018
1-D	January 6, 2021 Letter to Erika Pike Turner	OPP019 - 020
2	Declaration of Dylan T. Ciciliano in Support of 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	OPP021 - 024
2-A	Transcript of January 21, 2021 Recorded Telephone Conversation between Dylan T. Ciciliano and Matthew Farkas	OPP025 - 057

Exhibit	Description	Bates Numbers
2-B	January 14, 2021 Letter from Mr. Nahabedian	OPP058 - 064
2-C	January 14, 2021 and January 15, 2021 Demands for Documents	OPP065 - 070
2-D	January 15, 2021 Letter to Mr. Nahabedian	OPP071 - 074
2-E	January 20, 2021 Letter from Mr. Nahabedian	OPP075 - 105
3	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	OPP106 - 120
4	Supplemental Declaration of Jay Bloom in Support of Respondents' Arbitration Brief	OPP121 - 191
5	First Amended Operating Agreement of First 100, LLC	OPP192 - 220

DATED this 26th day of January, 2021.

GARMAN TURNER GORDON LLP

/s/ Erika Pike Turner
 ERIKA PIKE TURNER
 Nevada Bar No. 6454
 DYLAN T. CICILIANO
 Nevada Bar. No. 12348
 7251 Amigo Street, Suite 210
 Tel: (725) 777-3000
 Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned, hereby certifies that on the 26th day of January, 2021, he served a copy of the **APPENDIX OF EXHIBITS TO 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:

Joseph A. Gutierrez, Esq.
Danielle J. Barraza, Esq.
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Email: jag@mgalaw.com
djb@mgalaw.com
Attorneys for Defendants

/s/ Max Erwin

An Employee of
GARMAN TURNER GORDON LLP

Exhibit 1

DECL

GARMAN TURNER GORDON LLP
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Email: eturner@gtg.legal
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Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

TGC/FARKAS FUNDING, LLC,
Plaintiff,

CASE NO. A-20-822273-C
DEPT. 13

vs.

**DECLARATION OF MATTHEW
FARKAS**

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.

I, MATTHEW FARKAS, declare as follows:

1. Plaintiff/Judgment Creditor TGC/Farkas Funding, LLC ("Plaintiff") was formed by Adam Flatto and me. I am a 50% member of Plaintiff and hold my interest individually. Mr. Flatto holds his interest through his entity TGC 100 Investor, LLC. I have no interest in TGC 100 Investor, LLC. In such capacity, I have developed personal knowledge regarding the facts set forth below.

2. I am also a former employee of Defendants/Judgment Debtors First 100, LLC and 1st One Hundred Holdings, LLC (collectively, "Defendants"). I have not worked in any capacity on behalf of Defendants since 201^{6 MF}₁, I have no documents for Defendants or any other information regarding Defendants other than what I have learned from Jay Bloom, my brother-in-law and manager of Defendants.

///

1 3. As a result of my involvement with Defendants, I have lost nearly everything,
2 including two jobs. I do not have the means or ability to retain or pay for personal counsel.

3 4. Initially I agreed that Plaintiff could retain Garman Turner Gordon, LLP (“GTG”)
4 with a limitation on the nature of their representation. However, I voluntarily participated in and
5 agreed that Plaintiff should pursue its rights to obtain documents in an arbitration when the
6 documents were not produced in response to a demand. My understanding is that Plaintiff only
7 pursued the right to documents and reimbursement of expenses incurred to enforce that right.

8 5. During the parties’ arbitration, I felt conflicted as a result of my familial
9 relationship with Mr. Bloom. I gave Mr. Bloom a privileged draft of my declaration I had received
10 from counsel for Plaintiff. Mr. Bloom and his counsel then introduced those documents in the
11 arbitration.

12 6. To avoid further conflict, the members came to a solution where TGC 100 Investor,
13 LLC would have “full, exclusive, and complete discretion, power and authority” . . . “to manage,
14 control, administer and operate the business and affairs of the Company,” and I would retain equity
15 as a member, but have no further responsibilities.

16 7. On September 17, 2020, I signed an amended operating agreement for Plaintiff,
17 whereby TGC 100 Investor, LLC gained “full, exclusive, and complete discretion, power and
18 authority” . . . “to manage, control, administer and operate the business and affairs of the
19 Company.” My September 17, 2020 Email attaching my signature to the Amendment to Limited
20 Liability Company Agreement of TGC/Farkas Funding, LLC is attached hereto as **Exhibit 1-A**.

21 8. After signing the Amendment to Limited Liability Company Agreement of
22 TGC/Farkas Funding, LLC, I informed Mr. Bloom that I no longer had any role in the management
23 of Plaintiff.

24 9. Thereafter, Mr. Bloom told me that Joseph Gutierrez, counsel for Defendants,
25 wanted to sue me. I did not understand how Mr. Gutierrez could sue me. I called Mr. Gutierrez
26 and he told me that he was not going to personally sue me and that he represented the Defendants.
27 I then came to understand that it was actually Mr. Bloom who was threatening to sue me or have
28 me sued, not Mr. Gutierrez.

1 10. Mr. Bloom then told me that Mr. Raffi Nahabedian, Esq. was being hired to defend
2 me in the event that Adam Flatto, the manager of TGC Investor, LLC, the manager of Plaintiff,
3 ever sued me. I understood that Mr. Nahabedian was a friend of Mr. Gutierrez, and based on my
4 communication with Mr. Bloom, I believed that Mr. Nahabedian would only represent me.

5 11. On or about January 6, 2021, Mr. Bloom sent a number of documents to a UPS
6 store by my house. He demanded that I immediately sign the documents and have the UPS store
7 scan the documents back to Mr. Bloom. He said if I signed the documents it would absolve me
8 from everything so I would not be sued. I did not have the opportunity to review any of the
9 documents he sent.

10 12. In the documents he provided on January 6, 2021, Bloom provided me with an
11 engagement letter for Mr. Nahabedian. A true and correct copy of the engagement letter is attached
12 hereto as **Exhibit 1-B**. I believed that if I signed the document I would have legal counsel in the
13 case that Mr. Flatto sued me. I signed the last page of the engagement letter, which did not indicate
14 that I was retaining Mr. Nahabedian on behalf of Plaintiff. Furthermore, I did not initial the bottom
15 of the pages of the engagement letter. I also did not read the engagement letter before I signed it
16 and did not speak with Mr. Nahabedian regarding the intended scope of the engagement before
17 signing it.

18 13. I did not ever intend to retain Mr. Nahabedian to represent Plaintiff, nor could I
19 have because I do not have the authority to hire counsel for Plaintiff.

20 14. The engagement letter calls for a \$2,500 retainer. I did not pay the retainer.

21 15. I did not speak to Mr. Nahabedian until the week of January 11, 2021. At no time
22 did I tell Mr. Nahabedian that he was being retained to represent Plaintiff, that he was directed to
23 fire Garman Turner Gordon or that I had the authority to hire counsel for Plaintiff to replace
24 Garman Turner Gordon.

25 16. On January 19, 2021, Dylan Ciciliano, Esq. of Garman Turner Gordon sent me the
26 "settlement agreement," attached hereto as **Exhibit 1-C**. I did not recognize the settlement
27 agreement, but it does bear my signature and I looked through the stack of hard documents that
28 Mr. Bloom sent me on January 6, 2021 and I located the settlement agreement. While I do not

1 dispute that it is my signature, I did not negotiate the settlement agreement with Mr. Bloom and
2 did not read the document. I did not know or understand that I was signing a settlement agreement
3 on behalf of Plaintiff. The only reason I signed the settlement agreement was a result of the
4 representation from Mr. Bloom that I would not be sued if I signed the documents he sent.

5 17. At no point did I tell Mr. Bloom that I had the authority to sign a settlement
6 agreement on behalf of Plaintiff or to act on Plaintiff's behalf. In fact, Mr. Bloom knew that I in
7 fact had no ability to act on Plaintiff's behalf as a result of voluntarily recusing myself from
8 Plaintiff's management in September 2020.

9 18. I did not receive the January 14, 2021 letter from Mr. Nahabedian to Garman Turner
10 Gordon, or review it before it was sent by Mr. Nahabedian.

11 19. Attached to Mr. Nahabedian's letter was a January 6, 2021 letter from me addressed
12 to Erika Pike Turner. The letter is attached hereto as **Exhibit 1-D**. I did not draft or participate in
13 the drafting of the letter and I did not send it to Ms. Turner. It was included it in the stack of
14 documents that Mr. Bloom directed me to sign on January 6, 2021. In fact, the content of the letter
15 is false as I did not dispute the action by Plaintiff to pursue production of information in arbitration.

16 20. On January 15, 2021, I received the letter from Garman Turner Gordon addressed
17 to Mr. Nahabedian stating that I did not have the authority to retain or terminate counsel or to settle
18 this action. I called Ms. Turner's office on January 15, 2021 and informed her assistant that I
19 agreed with the contents of the letter.

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

22 Executed this 23rd day of January, 2021.

23
24 
/s/ Matthew Farkas, Declarant

25 4828-3679-3816, v. 1
26
27
28

Exhibit 1-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

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<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

SIGNATURE PAGE TO AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING LLC

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OPR000
SA0185

Exhibit 1-B

ATTORNEY RETAINER FEE AGREEMENT

I, Matthew Farkas, managing member of TCG Farkas ("Client"), hereby retains Raffi A. Nahabedian, Esq. ("Attorney") to represent Client in relation to business a business dispute/lawsuit currently filed/pending in Clark County, Nevada, Case No. A-20-822273-C.

1. **Authorization.** Client authorizes Attorney to communicate with all interested parties in relation to the business related matters contemplated herein or providing consultation, counseling or advice in relation thereto, or to take all actions as may be advisable or necessary in his judgment in regards thereto, or to assert, prosecute and/or defend Claims in relation to the lawsuit or take other legal action against culpable parties to recover or defend on the Claims relating to Client. Notwithstanding the above, no communication related to the retention can take place on behalf of Client without consultation with Client and approval thereof, or lawsuit filed or settlement of any kind be made without Client's express authority.

2. **Client Cooperation.** Client agrees to fully and promptly cooperate with Attorney, to be fully honest with Attorney, to produce relevant information and documents, and to appear when asked on reasonable notice. Client will provide Attorney with all information relevant and germane to the retention of Attorney and will not attempt to settle or otherwise resolve the Claims unless Attorney has been notified and informed of such and with Attorney's knowledge of such settlement efforts. Client will not undermine Attorney's efforts and Client shall be responsible for all decisions and agreements made in relation to settlement or agreement terms stemming therefrom.

3. **Straight Hourly Fee and Retainer Amount.** This is a Straight Hourly Fee Agreement. Attorney shall charge and bill at the rate of \$400.00 per hour for services rendered and performed in relation to this Retainer Agreement. Attorney will bill in quarter-hour increments (every 15 minutes). Client shall promptly pay Attorney for his services in the amount specified. Client further agrees that payment of Attorney's fee as provided herein shall take priority over and be paid ahead of any fees Client may owe to any other attorney for services provided in connection with the Claims. Client agrees that the foregoing fee amount is just and fair in light of the retention for business related matters and/or Claims if such is asserted. Client understands and agrees that Attorney has no obligation to file any appeal on Client's behalf or to respond to any appeal that may be filed in connection with this matter unless Attorney specifically agrees to do so in a separate written agreement in which case Attorney may charge additional fees on either an hourly or contingency basis. Paralegal services are billed at \$125.00 per hour for services rendered and performed, and are billed in quarter-hour increments (every 15 minutes).

Client shall pay Attorney a non-refundable retainer fee in the amount of \$2,500.00 prior to Attorney beginning his services and Attorney shall have the right to request future retainer fee payments should or if an invoice payment by Client becomes delinquent or late.

4. **Payment of Costs.** Client is responsible for payment of all costs that Attorney incurs in connection with the representation of Client in business matters and in regards to Claims asserted on Client's behalf regardless of outcome. Such costs typically include

communications with professional, i.e., accountants, attorneys and other persons, court filing fees, service of process fees, document reproduction charges, messenger and delivery fees, postage, deposition and court reporter fees, parking charges, travel expenses, investigation expenses, consultant fees and expenses, expert witness fees and expenses, witness appearance fees, jury fees, and other trial expenses. Client authorizes Attorney to incur reasonable costs for these and other similar items. Attorney may, but is not required to, advance such costs. Any costs advanced by Attorney will be invoiced to Client on a monthly or semi-monthly basis. Client agrees to promptly reimburse Attorney for all costs advanced by Attorney within fifteen (15) days of receipt of invoice. Client further authorizes Attorney to immediately deduct all unreimbursed costs advanced by Attorney from Client's portion of any recovery after the calculation of the contingency fee due to Attorney.

5. Litigation Risks. Client has been advised and understands that in the event that Client is unsuccessful in pursuing or defending the Claims, whether due to the dismissal of the Claims prior to trial or arbitration or as a result of an unfavorable trial or arbitration decision, Client may be liable for the opposing party's attorney fees and will be liable for the opposing party's costs as required by law. Client has also been advised and understands that a lawsuit brought solely to harass or coerce a settlement may result in liability for malicious prosecution or abuse of process.

6. Third-Party Services. To the extent reasonably necessary, Client authorizes Attorney to hire other professionals, investigators, experts, and other consultants on Client's behalf and at Client's expense. Notwithstanding such authorization, Attorney will make reasonable efforts to communicate with Client and to obtain Client's approval prior to retaining the services of any third party. Client authorizes Attorney to associate with other attorneys as may be necessary or advisable in Attorney's opinion so long as such association does not result in any additional cost or expense to Client. Unless Client agrees otherwise in writing, any fees payable to any other attorney with whom Attorney associates in connection with the Claims shall be paid by Attorney, not Client.

7. No Guarantee of Success. Client acknowledges that a lawsuit, by its nature, is unpredictable and that the outcome of this matter is uncertain. Client agrees that nothing in this Agreement constitutes a promise or guarantee concerning the services contemplated herein or the outcome of a matter and that Attorney has made no promise, guarantee, or other assurance as to any recovery Client might receive or services to be provided by Attorney. Client understands that any comments Attorney may have made concerning this matter are expressions of opinion only, not a promise of any particular result.

8. Termination of Agreement by Client. Client is free to terminate this Agreement at any time by giving written notice effective when received by Attorney. Attorney will not be obligated to provide any services or advance any costs on Client's behalf after receipt of such notice. Notwithstanding Client's termination of this Agreement, Client shall be legally obligated to pay Attorney the fees described in this Agreement on any recovery and to reimburse Attorney for all costs advanced regardless of the ultimate outcome of this matter.

9. Termination of Agreement by Attorney. Attorney may withdraw from representing Client in this matter at any time subject only to his obligations under the Nevada Rules of Professional Conduct and any court rules that apply after the filing of a lawsuit. In the event that Attorney withdraws, Attorney shall be entitled to retain any fees previously paid to Attorney on any recovery received prior to Attorney's withdrawal regardless of whether such recovery constitutes a final resolution of the Claims. Client shall remain responsible for reimbursing Attorney for any costs advanced prior to Attorney's withdrawal.

10. Authority to Deposit Checks. Client agrees that any draft, check, or other payment recovered on Client's behalf by Attorney relating to the Claims can be deposited in Attorney's client trust account and can be applied by Attorney to pay any contingency fee or reimbursement of costs due under this Agreement. Client authorizes Attorney to endorse any check, draft, release, dismissal, form, or other necessary paper in Client's name or on Client's behalf as necessary to represent Client and to distribute any funds recovered in accordance with this Agreement.

11. Attorney Lien. Client grants Attorney a lien on the Claims and on the gross proceeds of any recovery on the Claims to secure payment of Attorney's fees and reimbursement of any costs advanced by Attorney. Client further authorizes Attorney to deduct Attorney's fees and unreimbursed costs from any recovery received on the Claims whether by settlement, judgement, or otherwise.

12. No Tax Advice. Client understands that any recovery obtained in this matter may be taxable. Client agrees that Client is solely responsible for determining the amount of and paying any tax liability that may be due on such recovery. Client has been advised and understands that Attorney is not a tax professional and that tax advice is not included within the scope of services to be provided by Attorney under this Agreement.

13. Arbitration of Fee Disputes. If any dispute arises concerning the interpretation or enforcement of this Agreement, Client agrees to resolve that dispute through the State Bar of Nevada's fee dispute arbitration program.

14. File Retention. Client authorizes Attorney to destroy any documents pertaining to this matter that remain in his possession at the conclusion of this engagement in accordance with Attorney's document retention policy and the Nevada Rules of Professional Conduct. Currently, it is Attorney's policy to destroy files seven (7) years after the termination of representation.

15. No Advice Regarding this Agreement. Client understands that Attorney is not acting as Client's legal counsel with respect to the negotiation of this Agreement. Client has read this Agreement and understands its contents. Client acknowledges that Client has been advised by attorney to seek the advice of separate legal counsel concerning this agreement and that Client has had ample opportunity to do so.

16. Entire Agreement. This Agreement contains the entire agreement between Client and Attorney. No other agreement, statement, or promise made before, during, or after the effective date

of this Agreement will be binding on Client or Attorney unless set forth in writing and signed by both parties.

17. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

18. Effective Date. The effective date of this Agreement will be the date on which Attorney is in receipt of a copy of this Agreement executed by Client. The attorney-client relationship will commence on the effective date of this Agreement. Attorney will not become Client's attorney nor will Attorney be obligated to perform any legal services on behalf of Client before the effective date of this Agreement. A copy, facsimile, or other electronic reproduction of this Agreement is deemed valid as originals.

19. Arbitration. If Client fails to pay Attorney for legal services rendered and/or expenses/costs incurred and outstanding, and Attorney is forced to file a lawsuit (or pursue arbitration as set forth below) for the collection thereof, Client understands, accepts and acknowledges that if any monies are paid to Attorney as a result of the Arbitration (or lawsuit if filed), then Client shall be responsible for all reasonable fees and costs expended by Attorney, including attorney's fees incurred, as well as the value of Attorney's own time spent based on the hourly rate set forth above relating to the Arbitration process to recover such legal fees and costs that are due and owing to Attorney pursuant to this Agreement (whether the matter is resolved through litigation or otherwise). Any dispute, controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be submitted to binding arbitration of JAMS\ENDISPUTE ("JAMS") or such other arbitrator as may be agreed upon by the parties. Hearings on such arbitration shall be conducted in the jurisdiction and venue for resolving any disputes or issues relating to this Agreement is Clark County, Nevada. A single arbitrator shall arbitrate any such controversy and the arbitrator shall hear and determine the controversy in accordance with applicable law and the intention of the parties as expressed in this Agreement, upon the evidence produced at an arbitration hearing scheduled at the request of either party. Arbitration will not be brought to harass or coerce.

I, CLIENT, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, HAVE THE FULL RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND HEREBY AGREE TO THE TERMS AND OBLIGATIONS OF THIS FEE AGREEMENT AND SHALL BE FULLY LIABLE THEREOF.


MATTHEW FARKAS

Dated: JANUARY 7th, 2021

Exhibit 1-C

Dylan Ciciliano

From: Dylan Ciciliano
Sent: Tuesday, January 19, 2021 4:22 PM
To: matthewfarkas70@gmail.com
Subject: Settlement Agreement
Attachments: Pages from motion to enforce settlement and vacate post-judgment discovery proceedings.pdf

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

1
2 **SETTLEMENT AGREEMENT**

3 This Settlement Agreement is entered into as of this 6th day of January 2021, by and between 1st
4 One Hundred Holdings, LLC (hereinafter "1st 100"), First 100, LLC (hereinafter "F100") and the TCG
5 Farkas Funding, LLC (hereinafter "TCG"), by and through its Member and Manager, Matthew Farkas
(collectively referred to as "the Parties");

6 An arbitration award reduced to judgment in favor of the TCG exists (the "Judgment");

7 1st 100 and F100 have been awarded a judgment in the amount of \$2,211,039,718.46 against
8 judgment debtors Raymond Ngan, Relativity Capital Group, LTD, Relativity Capital, LLC and Relativity
9 Enterprises, Inc. (the "Award")

10 The Parties wish to resolve the dispute without further litigation;

11 TCG wishes to obtain assurances of the recovery of its investment and secure a method of
12 obtaining payment;

13 1st 100 and F100 wish to pay the amount owed as a single lump sum payment upon recovery from
14 the Award;

15 NOW, THEREFORE, 1st 100 and the TCG hereby represent, warrant and agree as follows:

16 1. 1st 100 agrees the TCG is currently owed \$1,000,000.00 plus 6% per annum since the date
17 of investment, and this amount is secured by the Judgment;

18 2. 1st 100 will pay the amount owed to the TCG as follows:

19 a. Concurrent with its collection of proceeds from the sale of its Award, 1st
20 100 and/or F100 will cause to pay \$1,000,000 plus 6% interest accrued from the
21 date of investment to TCG/Farkas;

22 3. Interest will continue to accrue on the balance until such time of payment;

23 5. Upon execution of the Agreement, TCG will file a dismissal with prejudice of the current
24 actions related to this matter, including the arbitration award and all relation motions and actions pending
25 in the District Court;

26 6. The Parties agree that each shall bear its own costs and attorney's fees;

27 7. The Parties agree to waive the right to receive written findings of fact, conclusions of law
28 and with regard to this Agreement;

8. The Parties each warrant that no promise or inducement has been offered except as herein set forth, that this Agreement is executed without reliance upon any statement or representation except as contained herein, that the terms and conditions of this Agreement are fair and reasonable, and that all of the Parties are of legal age, and/or are legally competent to execute this Agreement, and have done so after a full opportunity to consult with competent, independent counsel;

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same agreement. Copies of signatures, including fax copies and pdfs, shall be deemed originals;

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to the conflicts of laws and principles thereof;

11. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their successors and assigns;

12. No provision of this Agreement shall be waived or modified except in writing signed by all Parties hereto;

13. This Agreement represents the entire understanding of the Parties and there are no other agreements or representations other than those contained herein;

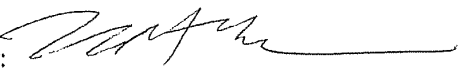
14. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement;

SIGNATURE PAGE TO FOLLOW


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DATED: January 6, 2021.

MATTHEW FARKAS
50% Member and Manager
TCG Farkas Funding, LLC

By: 
Matthew Farkas
3345 Birchwood Park Place
Las Vegas, NV 89141

1st One Hundred Holdings, LLC

By: 
Its: Manager
Print
Name: Jay Bloom

First 100, LLC

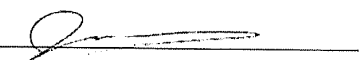
By: 
Its: Manager
Print
Name: Jay Bloom

Exhibit 1-D

Matthew Farkas
3345 Birchwood Park Circle
Las Vegas, NV 89141

January 6, 2021

Erika Pike Turner, Esq.
Garman Turner Gordon
7251 Amigo Street, Suite 210
Las Vegas, NV 89119
eturner@gtg.legal

Re: Non-Consent to Legal Representation of TGC/Farkas Funding, LLC

Dear Ms. Pike Turner:

I am writing this letter regarding TGC/Farkas Funding, LLC and the collection efforts that have taken place against First 100, LLC and First One Hundred Holdings, LLC ("First 100").

When I initially agreed to Garman Turner Gordon representing TGC/Farkas Funding, LLC, it was with the express understanding that such representation would preclude any form of litigation against First 100 or its officers, directors, members, successors or assigns.

Notwithstanding, the matter did eventually go to an arbitration and I understand that the arbitrator has issued an award in favor of TGC/Farkas Funding, LLC.

I had no knowledge of, did not and would not have approved of, nor have I been involved in or consented to any discussions regarding the collection efforts of the judgment against First 100, LLC. I would have insisted on having had input on such efforts and would never have consented to the actions your firm is taking.

Please be advised that, as a 50% member of TGC/Farkas Funding, LLC, I no longer consent to Garman Turner Gordon taking any further legal actions on behalf of TGC/Farkas Funding, LLC and therefore I am terminating the representation as it relates to the matter against First 100, effective immediately.

Thank you for your attention to this matter.

Sincerely,



Matthew Farkas

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 DYLAN T.
CICILIANO IN SUPPORT OF
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**

I, Dylan T. Ciciliano, declare as follows:

1. I am an attorney licensed to practice law in the State of Nevada and am an associate in the law firm of Garman Turner Gordon LLP, counsel of record for Plaintiff TGC/Farkas Funding, LLC ("Plaintiff") in the above-captioned case. In such capacity, I have developed personal knowledge regarding the facts set forth below.

2. I make this Declaration in support 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.

3. Attached hereto as **Exhibit 2-A** is a true and correct copy of a transcript of a recorded telephone conversation between me and Matthew Farkas from January 21, 2021.

4. A true and correct copy of a January 14, 2021 letter, with attachments, sent by Raffi

1 Nahabedian (“Nahabedian”) is attached hereto as **Exhibit 2-B**. Nahabedian’s letter did not include
2 the settlement agreement.

3 5. After receiving the January 14, 2021 letter, beginning on January 15, 2021, both
4 Erika Turner and I demanded the settlement documents from MGA and Nahabedian. They refused
5 or failed to provide the settlement agreement.. True and correct copies of our demands are attached
6 hereto as **Exhibit 2-C**. The first production of the settlement agreement by Defendants was when
7 it was filed with the Court in conjunction with the Motion.

8 6. A true and correct copy of the letter sent by GTG in response to Nahabedian’s
9 January 14, 2021 letter is attached hereto as **Exhibit 2-D**.

10 7. Attached hereto as **Exhibit 2-E** is a true and correct copy of a January 20, 2021
11 letter from Nahabedian to Plaintiff that was sent to Matthew Farkas. The termination letter was
12 sent directly to Farkas and not copied to Plaintiff’s manager, TGC 100 Investor, LLC, or Plaintiff’s
13 counsel of record.

14 8. On January 24, 2021, Joseph Gutierrez (“Gutierrez”) confirmed to me that MGA
15 would receive a contingency fee from the sale of Defendants’ sole asset, a judgment.

16 9. Then, on January 24, 2021, Ms. Turner and I requested information related to the
17 purported asset sale and agreed to be subject to a non-disclosure agreement in a phone conversation
18 with Gutierrez. Gutierrez stated that Defendants would not provide Plaintiff or its counsel with
19 any details of the sale.

20 ///

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1 10. On December 18, 2020, Plaintiff issued post-judgment discovery to Defendants,
2 including interrogatories, requests for production of documents and notices of intent to issue
3 subpoenas. Despite that responses were due on or before January 17, 2021, Defendants failed to
4 provide any discovery requested.

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

7 Executed this 26th day of January, 2021.

8

9

/s/ Dylan T. Ciciliano
DYLAN T. CICILIANO, Declarant

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Exhibit 2-A

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

1 **DYLAN CICILIANO:** Hi. This is Dylan.

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

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

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

8 **DYLAN CICILIANO:** All right. So --

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

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

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

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

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

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

11 **DYLAN CICILIANO:** Right. In the amendment;
12 right?

13 **MATTHEW FARKAS:** I beg your pardon?

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

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

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

23 **DYLAN CICILIANO:** What did he ask for?

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

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

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

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

7 **DYLAN CICILIANO:** Yeah.

8 **MATTHEW FARKAS:** Yesterday.

9 **DYLAN CICILIANO:** Yesterday?

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

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

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

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

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

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

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

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

16 **DYLAN CICILIANO:** Okay.

17 **MATTHEW FARKAS:** They came up with this whole
18 scenario.

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

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

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

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

12 **MATTHEW FARKAS:** I think last week at some
13 point.

14 **DYLAN CICILIANO:** Okay.

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

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

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

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

1 January 6th, 2021.

2 **MATTHEW FARKAS:** A settlement agreement for
3 January 6th?

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

11 **MATTHEW FARKAS:** But I don't.

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

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

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

20 **MATTHEW FARKAS:** Yes, I am.

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

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

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

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

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

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

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

17 **DYLAN CICILIANO:** I'm attaching this right
18 now.

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

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

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

6 **MATTHEW FARKAS:** Right.

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

10 **MATTHEW FARKAS:** So then you are my lawyer?

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

13 Are you there?

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

17 **DYLAN CICILIANO:** Okay.

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

20 **DYLAN CICILIANO:** Have you ever seen this
21 document?

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

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

25 **MATTHEW FARKAS:** I do not remember seeing

1 this document.

2 **DYLAN CICILIANO:** Did you negotiate this
3 document?

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

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

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

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

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

19 **MATTHEW FARKAS:** They can't get it dismissed.

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

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

1 complete fabrication.

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

5 **MATTHEW FARKAS:** He knew about it in
6 September.

7 **DYLAN CICILIANO:** So he knew about the
8 amendment --

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

14 **DYLAN CICILIANO:** So in --

15 **MATTHEW FARKAS:** We never talked about this.

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

18 **MATTHEW FARKAS:** Of course.

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

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

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

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

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

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

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

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

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

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

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

9 **MATTHEW FARKAS:** The other day, last week.

10 **DYLAN CICILIANO:** Like, what day last week?

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

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

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

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

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

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

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

7 **MATTHEW FARKAS:** Yeah, I think I did. I
8 think I did, yeah.

9 **DYLAN CICILIANO:** And what does --

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

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

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

18 **DYLAN CICILIANO:** Please.

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

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

25 **MATTHEW FARKAS:** Okay. All right. Hang on

1 one second. So Jay completely lied to me again.

2 Dylan, I swear to God, I hope you fuckin' put him in
3 jail. And I don't care that that's on the -- Attorney
4 Retainer Agreement. Here we go. Here we go. Attorney
5 Retainer. There's my signature.

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

10 **DYLAN CICILIANO:** Right.

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

14 **DYLAN CICILIANO:** Okay.

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

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

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

1 bottom of this as quick as possible.

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

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

10 **MATTHEW FARKAS:** Jay told me.

11 **DYLAN CICILIANO:** Did you talk to Joe?

12 **MATTHEW FARKAS:** Hang on. Not about this.
13 All right. Hang on. All right. Hang on.

14 All right. Now, what is your email?

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

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

22 **DYLAN CICILIANO:** Okay. It's encrypted.

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

25 **MATTHEW FARKAS:** So this is what happened.

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

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

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

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

1 Are you aware of the judgment that First 100
2 has?

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

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

8 **DYLAN CICILIANO:** The \$2 billion judgment,
9 yes. In that settlement agreement, they allegedly get
10 that.

11 **MATTHEW FARKAS:** Well, right. Nobody thinks
12 that we're going to get -- or I certainly don't think
13 we're going to get anything. But Jay, apparently, has
14 found someone who is willing to buy the judgment for
15 \$48 million; okay. He has allegedly found someone.
16 And, supposedly, this is going to happen within 30
17 days. Now, Jay said by the end of January, but he said
18 it could slip into February, but he has found someone.
19 And at that point, Adam will get all his money back.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 not saying anything here that's untrue.

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

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

15 **DYLAN CICILIANO:** Or he was; right.

16 **MATTHEW FARKAS:** Is he no longer?

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

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

21 **DYLAN CICILIANO:** Okay.

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

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

10 **DYLAN CICILIANO:** Right.

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

13 **DYLAN CICILIANO:** Okay.

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

25 **DYLAN CICILIANO:** All right. Well, like I

1 said, this is now -- the court has just, as we're
2 talking, has set this for -- it says, "Move to enforce
3 the settlement agreement on January 28th, 2021 at
4 9:00 a.m."

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

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

13 **DYLAN CICILIANO:** And Jay knew that?

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

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

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

24 **DYLAN CICILIANO:** Okay.

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

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

10 **DYLAN CICILIANO:** No, I --

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

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

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

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

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

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

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

8 **MATTHEW FARKAS:** Yes.

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

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

21 **DYLAN CICILIANO:** Who paid the retainer for
22 Nahabedian?

23 **MATTHEW FARKAS:** Jay.

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

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

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

DYLAN CICILIANO: Bye.

- o o -

Kimberly A. Farkas
/S/ Kimberly A. Farkas, RPR, CRP

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17/5 20/11 23/7</p> <p>taking [1] 27/6</p> <p>talk [5] 17/11 17/23 17/24 18/16 25/4</p> <p>talked [1] 11/15</p> <p>talking [3] 7/21 20/22 24/2</p> <p>tape [3] 10/23 21/17 21/18</p> <p>TELEPHONE [1] 1/9</p> <p>television [1] 21/13</p> <p>tell [8] 7/5 11/3 11/25 14/23 18/14 20/25 21/4 21/5</p> <p>telling [4] 3/2 10/14 14/4 23/4</p> <p>terms [1] 23/4</p> <p>testify [2] 21/22 21/22</p> <p>text [1] 11/25</p> <p>TGC [6] 2/15 2/15 7/6 7/10 9/8 19/4</p> <p>than [1] 18/19</p> <p>Thank [1] 26/9</p> <p>thanks [2] 27/5 27/8</p> <p>that [111]</p> <p>that's [18] 2/6 2/7 3/4 3/17 3/18 4/22 7/13 9/7 12/13 12/13 14/22 15/21 16/3 18/7 20/13 21/17 22/1 27/2</p> <p>their [1] 26/11</p> <p>them [11] 10/21 10/25 12/22 14/21 14/21 14/22 15/24 17/21 20/2 20/17 25/6</p> <p>then [4] 9/10 12/13 12/14 13/18</p> <p>there [7] 4/15 9/9</p>
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<p>T</p> <p>there... [5] 9/13 14/1 14/1 17/20 20/3</p> <p>there's [5] 6/24 7/23 16/5 22/7 23/1</p> <p>these [7] 13/12 14/8 19/25 20/19 23/1 25/4 26/16</p> <p>they [47]</p> <p>they'd [1] 5/22</p> <p>they're [9] 10/16 10/20 12/7 14/22 19/20 19/20 20/13 20/22 26/11</p> <p>they've [3] 6/7 6/17 20/7</p> <p>thing [8] 3/9 8/20 8/24 9/1 12/2 14/15 18/13 21/9</p> <p>things [5] 5/19 10/11 21/12 25/4 26/16</p> <p>think [9] 2/11 6/12 10/4 15/7 15/8 18/20 19/12 23/18 23/20</p> <p>thinking [1] 18/14</p> <p>thinks [1] 19/11</p> <p>this [94]</p> <p>those [4] 16/8 16/8 26/17 26/19</p> <p>though [1] 10/15</p> <p>thoughts [1] 16/22</p> <p>threatening [3] 2/13 5/1 6/3</p> <p>three [2] 3/1 20/14</p> <p>through [6] 3/15 12/8 12/16 12/19 14/12 14/13</p> <p>time [5] 23/15 23/15 23/24 24/15 27/6</p> <p>today [1] 21/1</p> <p>told [18] 8/23 10/21 10/24 11/12 11/12 11/22 12/8 12/21 12/22 13/17 13/18 13/19 17/10 20/5 20/24 21/10 21/20 24/14</p> <p>tomorrow [1] 15/21</p> <p>too [1] 5/3</p> <p>took [2] 17/3 17/5</p> <p>totally [1] 7/7</p> <p>touch [2] 26/2 27/7</p> <p>Transcribed [2] 1/11 1/24</p> <p>TRANSCRIPT [2] 1/9 27/12</p> <p>Trials [1] 1/25</p> <p>trouble [1] 6/9</p>	<p>true [2] 20/24 27/12</p> <p>truly [1] 7/25</p> <p>trusted [1] 12/15</p> <p>trying [3] 4/15 8/9 16/22</p> <p>Ts [1] 8/15</p> <p>Tuesday [1] 14/14</p> <p>turned [1] 13/19</p> <p>twist [1] 4/15</p> <p>two [4] 5/6 8/15 10/7 25/5</p> <p>U</p> <p>under [4] 6/6 8/22 13/25 23/12</p> <p>understand [9] 4/22 5/25 7/12 8/1 8/20 10/9 14/3 16/20 23/3</p> <p>unfortunate [3] 2/17 8/24 8/25</p> <p>unless [1] 22/19</p> <p>untrue [2] 22/1 24/11</p> <p>up [4] 3/15 5/17 11/23 13/5</p> <p>UPS [3] 14/19 14/21 15/21</p> <p>upset [1] 5/21</p> <p>uses [1] 8/23</p> <p>V</p> <p>Vegas [2] 21/15 22/12</p> <p>very [5] 18/24 20/16 22/10 22/24 25/14</p> <p>VP [1] 4/17</p> <p>W</p> <p>wait [4] 10/22 12/21 13/15 17/4</p> <p>walk [1] 19/25</p> <p>walked [1] 20/19</p> <p>Wall [1] 20/9</p> <p>want [15] 3/10 5/6 12/2 12/3 12/4 18/17 19/25 20/10 22/9 25/6 25/7 25/8 25/8 25/9 25/11</p> <p>wanted [9] 2/10 4/2 4/19 4/25 12/1 12/5 13/18 14/6 18/2</p> <p>wants [2] 18/1 23/8</p> <p>was [45]</p> <p>wasn't [4] 5/25 6/6 8/22 18/15</p> <p>way [4] 2/5 20/25 21/16 22/18</p> <p>we [22] 7/22 8/1 8/2 8/2 9/4 9/5 9/7 9/7 9/8 11/15 16/4</p>	<p>16/4 16/25 18/16 20/15 22/8 24/5 26/17 26/18 26/18 26/19 26/20</p> <p>we'll [1] 27/6</p> <p>we're [10] 7/21 9/11 9/12 16/12 19/12 19/13 23/9 24/1 24/20 26/10</p> <p>we've [2] 24/19 26/10</p> <p>week [3] 6/12 14/9 14/10</p> <p>weeks [2] 10/8 26/6</p> <p>well [24] 5/1 6/17 9/4 9/11 10/14 11/3 12/10 12/13 12/24 13/2 13/19 19/11 21/19 21/25 22/5 22/10 22/19 23/19 23/25 24/18 25/19 26/1 26/24 27/5</p> <p>went [1] 3/4</p> <p>were [13] 2/12 3/2 5/19 5/21 6/2 14/5 14/24 18/2 18/3 18/4 21/22 26/17 26/19</p> <p>what [47]</p> <p>what's [1] 16/23</p> <p>when [19] 3/5 3/5 3/6 4/3 4/3 4/5 6/10 6/10 8/2 8/21 11/3 11/19 12/10 14/7 14/7 17/23 20/9 21/2 25/4</p> <p>where [4] 3/15 6/6 6/20 18/24</p> <p>Whereupon [1] 27/10</p> <p>which [8] 2/11 2/16 3/22 4/14 4/16 8/10 8/11 20/1</p> <p>while [2] 7/21 16/12</p> <p>who [9] 2/14 2/19 2/24 2/25 3/4 5/13 19/14 20/22 26/21</p> <p>who's [2] 3/7 5/10</p> <p>whole [7] 2/18 3/9 5/17 10/11 12/2 18/18 22/4</p> <p>why [7] 11/20 14/17 14/17 14/22 18/6 25/2 27/2</p> <p>wife [1] 11/24</p> <p>will [10] 19/19 21/23 23/4 23/23 24/22 26/17 26/18 26/18 26/20 26/20</p> <p>willing [1] 19/14</p> <p>win [2] 11/11 25/20</p>	<p>wipe [1] 24/7</p> <p>wish [1] 18/23</p> <p>within [1] 19/16</p> <p>without [2] 3/2 3/2</p> <p>witness [1] 22/9</p> <p>word [1] 8/16</p> <p>words [2] 26/17 26/19</p> <p>would [4] 7/15 15/3 15/3 23/11</p> <p>wouldn't [1] 18/23</p> <p>write [3] 13/6 13/10 13/11</p> <p>writing [1] 13/9</p> <p>wrong [1] 23/2</p> <p>wrote [1] 24/17</p> <p>Y</p> <p>yeah [13] 4/7 7/4 10/7 13/8 13/10 13/14 13/22 14/1 15/7 15/8 15/16 19/3 22/2</p> <p>year [1] 12/6</p> <p>years [3] 5/5 6/1 20/14</p> <p>yes [7] 3/17 7/20 9/15 9/23 19/9 23/5 26/8</p> <p>yesterday [4] 3/19 4/8 4/9 4/11</p> <p>yet [1] 14/16</p> <p>York [1] 20/17</p> <p>you [143]</p> <p>you're [8] 6/18 7/24 10/14 13/11 16/20 21/3 21/18 25/13</p> <p>you've [1] 22/19</p> <p>your [15] 3/13 3/15 6/25 7/5 7/18 8/13 9/11 16/21 16/22 17/14 17/16 22/4 24/8 24/9 26/20</p> <p>yourself [1] 3/14</p>	
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Exhibit 2-B

Raffi A. Nahabedian, Esq.
The Law Office of Raffi A. Nahabedian
7408 Doe Avenue
Las Vegas, NV 89117
(702) 379-9995 or (702) 222-1496(Fax)

Member State Bar of California

Member State Bar of Nevada

January 14, 2021

Erika Pike Turner, Esq.
Garman Turner Gordon
7251 Amigo Street, Suite 210
Las Vegas, NV 89119
eturner@gtg.legal

Re: *TGC/Farkas Funding, LLC v. First 100, LLC et al/ A-20-822273-C*

Dear Ms. Pike Turner:

Please be advised that the Law Office of Raffi A. Nahabedian has been retained as counsel by TGC/Farkas Funding, LLC with respect to the above-referenced matter (hereinafter referred to as the "TGC/Farkas v. First 100 Matter"). Enclosed herein is a termination letter addressed to your firm ("Termination Letter") that Mr. Matthew Farkas prepared and executed on behalf of TGC/Farkas Funding, LLC, and provided me in regards to my retention.

Pursuant to the TGC/Farkas Funding, LLC Operating Agreement, which specifically states that Mr. Farkas serves as both the Administrative Member and Manager, Mr. Farkas has full authority to retain and terminate legal representation for the company in his Manager capacity. For the reasons stated below and in the Termination Letter, Mr. Farkas has elected to exercise that authority.

Mr. Farkas has had growing concerns about Garman Turner Gordon's ("GTG") representation of TGC/Farkas Funding, LLC. Notably, in GTG's engagement letter that Mr. Farkas signed on behalf of TGC/Farkas Funding, LLC, Mr. Farkas included a handwritten preclusion of litigation against First 100 to make clear that litigation against was prohibited, yet somehow litigation was commenced anyway and without Mr. Farkas' written approval of the same (or a written revocation by Mr. Farkas of his instruction). Beyond that, Mr. Farkas also learned that GTG pursued aggressive judgment collection tactics against First 100, which was never discussed with or approved of beforehand by Mr. Farkas. Indeed, Mr. Farkas is not only concerned that GTG exceeded the scope of the agreed-upon engagement through its ongoing litigation and collection efforts against

First 100, but he is now at risk of a potential claim against him by First 100 for breach of fiduciary duty as Mr. Farkas is still an officer of First 100.

We expect that GTG will take no further action on behalf of TGC/Farkas Funding, LLC in the TGC/Farkas v. First 100 Matter and, to the extent necessary, a formal written demand is hereby made that GTG cease all legal work on the same. To be clear, Mr. Farkas does not consent to GTG engaging in any further litigation or collection activities whatsoever against First 100, and TGC/Farkas Funding, LLC does not consent to GTG attempting to represent TGC/Farkas Funding, LLC now that the representation has been terminated by way of the enclosed Termination Letter.

Enclosed is a substitution of counsel for Garman Turner Gordon to execute immediately so as to ensure a smooth transition. In an effort to mitigate damages, Mr. Farkas has resolved the TGC/Farkas v. First 100, LLC Matter on behalf of TGC/Farkas and a courtesy copy of the fully executed settlement agreement is also enclosed herein.

Your prompt attention to this matter is requested and I look forward to receiving your signature on the enclosed substitution of counsel (already executed by TGC/Farkas Funding, LLC) as soon as possible to prevent any unnecessary delay.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Raffi A. Nahabedian', with a long horizontal line extending to the right.

Raffi A. Nahabedian, Esq.

cc: Client (via email)

Matthew Farkas
3345 Birchwood Park Circle
Las Vegas, NV 89141

January 6, 2021

Erika Pike Turner, Esq.
Garman Turner Gordon
7251 Amigo Street, Suite 210
Las Vegas, NV 89119
eturner@gtg.legal

Re: Non-Consent to Legal Representation of TGC/Farkas Funding, LLC

Dear Ms. Pike Turner:

I am writing this letter regarding TGC/Farkas Funding, LLC and the collection efforts that have taken place against First 100, LLC and First One Hundred Holdings, LLC ("First 100").

When I initially agreed to Garman Turner Gordon representing TGC/Farkas Funding, LLC, it was with the express understanding that such representation would preclude any form of litigation against First 100 or its officers, directors, members, successors or assigns.

Notwithstanding, the matter did eventually go to an arbitration and I understand that the arbitrator has issued an award in favor of TGC/Farkas Funding, LLC.

I had no knowledge of, did not and would not have approved of, nor have I been involved in or consented to any discussions regarding the collection efforts of the judgment against First 100, LLC. I would have insisted on having had input on such efforts and would never have consented to the actions your firm is taking.

Please be advised that, as a 50% member of TGC/Farkas Funding, LLC, I no longer consent to Garman Turner Gordon taking any further legal actions on behalf of TGC/Farkas Funding, LLC and therefore I am terminating the representation as it relates to the matter against First 100, effective immediately.

Thank you for your attention to this matter.

Sincerely,



Matthew Farkas

RAFFI A. NAHABEDIAN

7408 Doe Avenue

Las Vegas, Nevada 89117

Tel: (702) 379-9995 / Fax: (702) 222-1496

1 RAFFI A. NAHABEDIAN, ESQ.
Nevada Bar No. 009347
2 **LAW OFFICE OF RAFFI A. NAHABEDIAN**
7408 Doe Avenue
3 Las Vegas, Nevada 89117
Telephone: (702) 379-9995
4 Facsimile: (702) 222-1496
Attorneys for Plaintiff

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

8 TGC/FARKAS FUNDINGG, LLC,
9 Plaintiff,

Case No.: A-13-677354-C

Dept. No.: XVI

10 vs.

SUBSTITUTION OF COUNSEL

11 FIRST 100, LLC, a Nevada Limited Liability
Company; FIRST ONE HUNDRED
12 HOLDINGS, LLC, a Nevada Limited Liability
company, aka 1st ONE HUNDRED
13 HOLDINGS LLC, a Nevada Limited Liability
Company,

14 Defendants.
15

16 **SUBSTITUTION OF COUNSEL**

17
18 Please take notice that TGC/FARKAS FUNDING, LLC, a Nevada limited liability
19 company, hereby substitutes as counsel of record attorney Raffi A. Nahabedian, of the Law Office
20 of Raffi A. Nahabedian, in the aforementioned matter, in place of the law firm of Garman Turner
21 Gordon, LLP. All future notices in this matter should be sent to:

22 Raffi A. Nahabedian, Esq.
23 Law Office of Raffi A. Nahabedian
7408 Doe Avenue
24 Las Vegas, NV 89117

25 Dated this 4th day of January, 2021.

LAW OFFICE OF RAFFI A. NAHABEDIAN

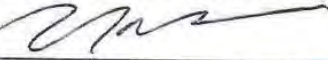
26 By: 

27 Raffi A. Nahabedian, Esq.
Attorneys Plaintiff

RAFFI A. NAHABEDIAN
7408 Doe Avenue
Las Vegas, Nevada 89117
Tel: (702) 379-9995 / Fax: (702) 222-1496

1 TGC/FARKAS FUNDING, LLC, by way of Matthew Farkas, hereby requests and
2 consents to the aforementioned substitution of counsel in the above-captioned matter:

3 Dated this ____ day of January, 2021. TGC/FARKAS FUNDING, LLC

4 By: 
5 Matthew Farkas, Member/Manager

6 GARMAN TURNER GORDON LLP hereby consents to the aforementioned substitution
7 of counsel of record in the above captioned matter:

8 Dated this ____ day of January, 2021. GARMAN TURNER GORDON LLP

9 By: _____
10 Erika Pike Turner, Esq.

RAFFI A. NAHABEDIAN

7408 Doc Avenue

Las Vegas, Nevada 89117

Tel: (702) 379-9995 / Fax: (702) 222-1496

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the ____ day of January 2021, service of the foregoing Substitution of Counsel was made this date by electronically serving, through Clark County e-file system, a true and correct copy of the same, to the following parties:

Joseph A. Gutierrez, Esq.
Danielle J. Barraza, Esq.
MAIER GUTIERRES & ASSOC.
8816 Spanish Ridge Ave.
Las Vegas, NV 89148
Attorneys for Defendants

Erika Pike Turner, Esq.
Dylan T. Ciciliano, Esq.
GARMAN TURNER GORDON LLP
7251 Amigo St., Suite 210
Las Vegas, NV 89119

/s/ Raffi A. Nahabedian, Esq.
An employee of Raffi A. Nahabedian

Exhibit 2-C

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](tel:725.777.3000) | Fax: [725 777 3112](tel:725.777.3112)

GARMAN | TURNER | GORDON
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](tel:725.777.3000) | Fax: [725 777 3112](tel:725.777.3112)

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7251 AMIGO STREET, SUITE 210
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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

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](tel:7257773000) | Fax: [725 777 3112](tel:7257773112)

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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](tel:7257773000) | Fax: [725 777 3112](tel:7257773112)

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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](tel:7257773000) | Fax: [725 777 3112](tel:7257773112)

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7251 AMIGO STREET, SUITE 210
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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

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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Exhibit 2-D

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 Guitierrez & 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 2-E

Raffi A. Nahabedian, Esq.
The Law Office of Raffi A. Nahabedian
7408 Doe Avenue
Las Vegas, NV 89117
(702) 379-9995 or (702) 222-1496(Fax)

Member State Bar of California

Member State Bar of Nevada

January 20, 2021

Matthew Farkas
TGC/Farkas Funding, LLC

Re: Termination of Services

Dear Mr. Farkas:

Please recall that based on our discussions it was my understanding that you were the “manager” of TGC/Farkas Funding, LLC. My Retainer Agreement and my January 12, 2021 letter specifically referred to you as the “manager” and requested your signature in such capacity (which you affixed to both documents). By way of her letter of January 15, 2021, Attorney Erika Pike Turner made reference to an “Amended” Operating Agreement of TGC/Farkas Funding, LLC. Your disclosure of this document to me on January 16, 2021, establishes that you are not the “manager” of TGC/Farkas Funding, LLC. Given such, and as we discussed, a conflict exists for which I must formally terminate my services/relationship with TGC/Farkas Funding, LLC.

For the record and to ensure no confusion regarding the relationship with my office, I am providing the following documents: (1) the Retainer Agreement that you signed on January 7, 2021; (2) the January 12, 2021 services/consent letter that you signed that specifically defined the limited scope of services to be provided; (3) the January 14, 2021 letter that was sent to the law firm of Garman Turner Gordon (which included your January 6, 2021 termination letter to Ms. Pike Turner); (4) the January 15, 2021 letter from Attorney Erika Pike Turner (referenced above); and (5) the Amended Operating Agreement that you emailed me on January 16, 2021 (in response to Ms. Pike Turner’s disclosure of an “Amended” Operating Agreement). I am also including for your records the correspondence from Garman Turner Gordon to me relating to the matter (which is an email exchange/thread). I provide these documents with the understanding that our communications remain confidential under the Nevada Rules of Professional Conduct and the attorney-client privilege.

Finally, as we discussed and acknowledged: (a) I was neither involved in nor participated in the purported settlement negotiations and/or the preparation and execution of the release/settlement documents entered into by and between you (on behalf of TGC/Farkas Funding, LLC) and Jay Bloom (on behalf of First 100 LLC); (b) I did not provide you (TGC/Farkas Funding, LLC) with any legal advice or counsel in relation thereto; and (c) the defined limited purpose of my engagement was not manifested (i.e., the substitution of counsel and the filing of a dismissal never occurred given the subsequent disclosure referenced above). Additionally, I did not and have not provided any counsel or advice to you (as the then disclosed and understood "manager" of TGC/Farkas Funding, LLC) in regards to or on behalf of TGC/Farkas Funding, LLC.

In view of these circumstances, there is no need for any retainer fee or monetary payment to be made pursuant to the Retainer Fee Agreement that you signed. As a matter of professional courtesy I will not be issuing an invoice.

Should you have any questions, please contact me to discuss.

Respectfully,

/s/ Raffi A. Nahabedian

Raffi A. Nahabedian, Esq.

Enclosures

ATTORNEY RETAINER FEE AGREEMENT

I, Matthew Farkas, managing member of TCG Farkas ("Client"), hereby retains Raffi A. Nahabedian, Esq. ("Attorney") to represent Client in relation to business a business dispute/lawsuit currently filed/pending in Clark County, Nevada, Case No. A-20-822273-C.

1. Authorization. Client authorizes Attorney to communicate with all interested parties in relation to the business related matters contemplated herein or providing consultation, counseling or advice in relation thereto, or to take all actions as may be advisable or necessary in his judgment in regards thereto, or to assert, prosecute and/or defend Claims in relation to the lawsuit or take other legal action against culpable parties to recover or defend on the Claims relating to Client. Notwithstanding the above, no communication related to the retention can take place on behalf of Client without consultation with Client and approval thereof, or lawsuit filed or settlement of any kind be made without Client's express authority.

2. Client Cooperation. Client agrees to fully and promptly cooperate with Attorney, to be fully honest with Attorney, to produce relevant information and documents, and to appear when asked on reasonable notice. Client will provide Attorney with all information relevant and germane to the retention of Attorney and will not attempt to settle or otherwise resolve the Claims unless Attorney has been notified and informed of such and with Attorney's knowledge of such settlement efforts. Client will not undermine Attorney's efforts and Client shall be responsible for all decisions and agreements made in relation to settlement or agreement terms stemming therefrom.

3. Straight Hourly Fee and Retainer Amount. This is a Straight Hourly Fee Agreement. Attorney shall charge and bill at the rate of \$400.00 per hour for services rendered and performed in relation to this Retainer Agreement. Attorney will bill in quarter-hour increments (every 15 minutes). Client shall promptly pay Attorney for his services in the amount specified. Client further agrees that payment of Attorney's fee as provided herein shall take priority over and be paid ahead of any fees Client may owe to any other attorney for services provided in connection with the Claims. Client agrees that the foregoing fee amount is just and fair in light of the retention for business related matters and/or Claims if such is asserted. Client understands and agrees that Attorney has no obligation to file any appeal on Client's behalf or to respond to any appeal that may be filed in connection with this matter unless Attorney specifically agrees to do so in a separate written agreement in which case Attorney may charge additional fees on either an hourly or contingency basis. Paralegal services are billed at \$125.00 per hour for services rendered and performed, and are billed in quarter-hour increments (every 15 minutes).

Client shall pay Attorney a non-refundable retainer fee in the amount of \$2,500.00 prior to Attorney beginning his services and Attorney shall have the right to request future retainer fee payments should or if an invoice payment by Client becomes delinquent or late.

4. Payment of Costs. Client is responsible for payment of all costs that Attorney incurs in connection with the representation of Client in business matters and in regards to Claims asserted on Client's behalf regardless of outcome. Such costs typically include

communications with professional, i.e., accountants, attorneys and other persons, court filing fees, service of process fees, document reproduction charges, messenger and delivery fees, postage, deposition and court reporter fees, parking charges, travel expenses, investigation expenses, consultant fees and expenses, expert witness fees and expenses, witness appearance fees, jury fees, and other trial expenses. Client authorizes Attorney to incur reasonable costs for these and other similar items. Attorney may, but is not required to, advance such costs. Any costs advanced by Attorney will be invoiced to Client on a monthly or semi-monthly basis. Client agrees to promptly reimburse Attorney for all costs advanced by Attorney within fifteen (15) days of receipt of invoice. Client further authorizes Attorney to immediately deduct all unreimbursed costs advanced by Attorney from Client's portion of any recovery after the calculation of the contingency fee due to Attorney.

5. Litigation Risks. Client has been advised and understands that in the event that Client is unsuccessful in pursuing or defending the Claims, whether due to the dismissal of the Claims prior to trial or arbitration or as a result of an unfavorable trial or arbitration decision, Client may be liable for the opposing party's attorney fees and will be liable for the opposing party's costs as required by law. Client has also been advised and understands that a lawsuit brought solely to harass or coerce a settlement may result in liability for malicious prosecution or abuse of process.

6. Third-Party Services. To the extent reasonably necessary, Client authorizes Attorney to hire other professionals, investigators, experts, and other consultants on Client's behalf and at Client's expense. Notwithstanding such authorization, Attorney will make reasonable efforts to communicate with Client and to obtain Client's approval prior to retaining the services of any third party. Client authorizes Attorney to associate with other attorneys as may be necessary or advisable in Attorney's opinion so long as such association does not result in any additional cost or expense to Client. Unless Client agrees otherwise in writing, any fees payable to any other attorney with whom Attorney associates in connection with the Claims shall be paid by Attorney, not Client.

7. No Guarantee of Success. Client acknowledges that a lawsuit, by its nature, is unpredictable and that the outcome of this matter is uncertain. Client agrees that nothing in this Agreement constitutes a promise or guarantee concerning the services contemplated herein or the outcome of a matter and that Attorney has made no promise, guarantee, or other assurance as to any recovery Client might receive or services to be provided by Attorney. Client understands that any comments Attorney may have made concerning this matter are expressions of opinion only, not a promise of any particular result.

8. Termination of Agreement by Client. Client is free to terminate this Agreement at any time by giving written notice effective when received by Attorney. Attorney will not be obligated to provide any services or advance any costs on Client's behalf after receipt of such notice. Notwithstanding Client's termination of this Agreement, Client shall be legally obligated to pay Attorney the fees described in this Agreement on any recovery and to reimburse Attorney for all costs advanced regardless of the ultimate outcome of this matter.

9. Termination of Agreement by Attorney. Attorney may withdraw from representing Client in this matter at any time subject only to his obligations under the Nevada Rules of Professional Conduct and any court rules that apply after the filing of a lawsuit. In the event that Attorney withdraws, Attorney shall be entitled to retain any fees previously paid to Attorney on any recovery received prior to Attorney's withdrawal regardless of whether such recovery constitutes a final resolution of the Claims. Client shall remain responsible for reimbursing Attorney for any costs advanced prior to Attorney's withdrawal.

10. Authority to Deposit Checks. Client agrees that any draft, check, or other payment recovered on Client's behalf by Attorney relating to the Claims can be deposited in Attorney's client trust account and can be applied by Attorney to pay any contingency fee or reimbursement of costs due under this Agreement. Client authorizes Attorney to endorse any check, draft, release, dismissal, form, or other necessary paper in Client's name or on Client's behalf as necessary to represent Client and to distribute any funds recovered in accordance with this Agreement.

11. Attorney Lien. Client grants Attorney a lien on the Claims and on the gross proceeds of any recovery on the Claims to secure payment of Attorney's fees and reimbursement of any costs advanced by Attorney. Client further authorizes Attorney to deduct Attorney's fees and unreimbursed costs from any recovery received on the Claims whether by settlement, judgement, or otherwise.

12. No Tax Advice. Client understands that any recovery obtained in this matter may be taxable. Client agrees that Client is solely responsible for determining the amount of and paying any tax liability that may be due on such recovery. Client has been advised and understands that Attorney is not a tax professional and that tax advice is not included within the scope of services to be provided by Attorney under this Agreement.

13. Arbitration of Fee Disputes. If any dispute arises concerning the interpretation or enforcement of this Agreement, Client agrees to resolve that dispute through the State Bar of Nevada's fee dispute arbitration program.

14. File Retention. Client authorizes Attorney to destroy any documents pertaining to this matter that remain in his possession at the conclusion of this engagement in accordance with Attorney's document retention policy and the Nevada Rules of Professional Conduct. Currently, it is Attorney's policy to destroy files seven (7) years after the termination of representation.

15. No Advice Regarding this Agreement. Client understands that Attorney is not acting as Client's legal counsel with respect to the negotiation of this Agreement. Client has read this Agreement and understands its contents. Client acknowledges that Client has been advised by attorney to seek the advice of separate legal counsel concerning this agreement and that Client has had ample opportunity to do so.

16. Entire Agreement. This Agreement contains the entire agreement between Client and Attorney. No other agreement, statement, or promise made before, during, or after the effective date

of this Agreement will be binding on Client or Attorney unless set forth in writing and signed by both parties.

17. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

18. Effective Date. The effective date of this Agreement will be the date on which Attorney is in receipt of a copy of this Agreement executed by Client. The attorney-client relationship will commence on the effective date of this Agreement. Attorney will not become Client's attorney nor will Attorney be obligated to perform any legal services on behalf of Client before the effective date of this Agreement. A copy, facsimile, or other electronic reproduction of this Agreement is deemed valid as originals.

19. Arbitration. If Client fails to pay Attorney for legal services rendered and/or expenses/costs incurred and outstanding, and Attorney is forced to file a lawsuit (or pursue arbitration as set forth below) for the collection thereof, Client understands, accepts and acknowledges that if any monies are paid to Attorney as a result of the Arbitration (or lawsuit if filed), then Client shall be responsible for all reasonable fees and costs expended by Attorney, including attorney's fees incurred, as well as the value of Attorney's own time spent based on the hourly rate set forth above relating to the Arbitration process to recover such legal fees and costs that are due and owing to Attorney pursuant to this Agreement (whether the matter is resolved through litigation or otherwise). Any dispute, controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be submitted to binding arbitration of JAMS\ENDISPUTE ("JAMS") or such other arbitrator as may be agreed upon by the parties. Hearings on such arbitration shall be conducted in the jurisdiction and venue for resolving any disputes or issues relating to this Agreement is Clark County, Nevada. A single arbitrator shall arbitrate any such controversy and the arbitrator shall hear and determine the controversy in accordance with applicable law and the intention of the parties as expressed in this Agreement, upon the evidence produced at an arbitration hearing scheduled at the request of either party. Arbitration will not be brought to harass or coerce.

I, CLIENT, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, HAVE THE FULL RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND HEREBY AGREE TO THE TERMS AND OBLIGATIONS OF THIS FEE AGREEMENT AND SHALL BE FULLY LIABLE THEREOF.


MATTHEW FARKAS

Dated: JANUARY 7th, 2021

Client Initials

Raffi A. Nahabedian, Esq.
The Law Office of Raffi A. Nahabedian
7408 Doe Avenue
Las Vegas, NV 89117
(702) 379-9995 or (702) 222-1496(Fax)

Member State Bar of California

Member State Bar of Nevada

January 12, 2021

Matthew Farkas, Manager
TGC/Farkas Funding, LLC

Re: Retention of Services and Conflict Waiver

Dear Mr. Farkas:

The purpose of this letter is to notify you and to obtain your informed consent to represent TGC/Farkas Funding, LLC in the matter for which you seek my legal services: TGC/Farkas Funding, LLC v. First 100, LLC, *et. al.*, Clark County Case No. A-20-822273-C

In this regard, I am to inform you that I have represented First 100 LLC, or its derivative identities, in that past, as well as represented and represent Mr. Jay Bloom. Given such, I am to notify you so that you are informed of my past and current relationships which may be perceived as a potential conflict. In the matter for which you are requesting my services, however, such representation has nothing to do with and/or is unrelated to any prior or current cases/matters involving First 100 LLC, or its derivative identities, and/or involving Mr. Bloom.

It is my further understanding that you, as an authorized representative of TGC/Farkas Funding, LLC, its Manager, as defined in the TGC/Farkas Funding, LLC Operating Agreement, met with and negotiated with Mr. Bloom (as an authorized representative of First 100 LLC, or its derivative identities) a settlement and release of all claims, rights and interest in the pending action, Clark County Case No. A-20-822273-C. This settlement and release has been manifested in a signed, legally binding and fully enforceable writing executed by and between the respective parties authorized representatives/agents. I was not involved in and did not participate in such settlement and release negotiations and/or agreement in any manner.

To be clear, in this regard, TGC/Farkas Funding, LLC is not asking and did not request my assistance in the negotiation and/or preparation of the settlement and release agreement, and it is not asking for my assistance in providing TGC/Farkas Funding, LLC with any legal advice, interpretation or counsel in regards to the settlement and release

agreement and the terms contained therein. You are, however, *only and merely* asking for my limited services of representing TGC/Farkas Funding, LLC before the Court for which the action is pending, Clark County Case No. A-20-822273-C, solely for the limited purposes of: (1) appearing on behalf of TGC/Farkas Funding, LLC via a Substitution of Counsel, and (2) entering a dismissal of the aforementioned matter.

Moreover, it is understood and acknowledged that I was not involve in and have not been involved in the subject lawsuit, and I did not participate in any of the proceedings before the Court or otherwise, including the arbitration proceeding. Moreover, again, I did not participate in the settlement negotiation or the agreements in relation thereof resulting in the settlement and release. Those matters are beyond the scope of my limited services and representation.

To prevent any and all legal issues, liability or assertions of fault against me for my limited representation of TGC/Farkas Funding, LLC as expressed herein, it is necessary that you/TGC/Farkas Funding, LLC agree to a waiver as you (the Manager of TGC/Farkas Funding, LLC) acknowledge and understand that you have determined that it is in the best interests of TGC/Farkas Funding, LLC to have me represent TGC/Farkas Funding, LLC in connection with the aforementioned lawsuit and only for the limited services expressed above.

While potential or perceived conflicts of interest might appear, the matters for which TGC/Farkas Funding, LLC seeks my services are merely ceremonial in the nature of making a Court appearance on behalf of TGC/Farkas Funding, LLC via a Substitution of Counsel and to enter into the record a dismissal of the action based on a pre-negotiated and pre-executed settlement and release agreement (that TGC/Farkas Funding, LLC negotiated and entered into prior to and without my involvement and/or representation).

Additionally, it is possible that a circumstance could arise in the future whereby my continuing with the representation will raise a conflict of interest. If an actual conflict of interest arises, then I will be forced to terminate my representation and it will be necessary for TGC/Farkas Funding, LLC to hire another lawyer. In light of this possibility and the matters contained in this letter, I recommend and encourage you to seek independent legal advice to determine whether consent to the representation should be given. Whether or not you do so, however, is up to you and if you do not seek such advice, you acknowledge hereby that the opportunity to do so was provided and waived.

Accordingly, this confirms your agreement, as the Manager of TGC/Farkas Funding, LLC, to have me represent TGC/Farkas Funding, LLC in connection with the above-referenced matter and in the defined limited capacity. This will also confirm that you agree to waive any conflict of interest arising out of my limited representations described herein and in the capacity set forth above. In this regard, I include below for both your signature and that of Mr. Bloom a signed consent waiver validation.

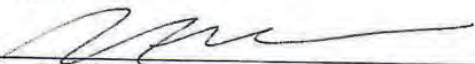
Therefore, you hereby state that TGC/Farkas Funding, LLC continues to request my limited services as expressed herein and to represent it in this matter for the specified

limited purposes described. Based thereon and in regards to the expressions set forth herein, in no event will you hold counsel liable for any direct, indirect, or consequential damages resulting from the representation and, moreover, that TGC/Farkas Funding, LLC will not assert or claim any claim or allegation of legal malpractice or a violation of the Nevada Rules of Professional Responsibility based on your request for representation of TGC/Farkas Funding, LLC. If you agree that the foregoing accurately and fully reflects your understanding, please sign and return the enclosed copy of this letter on behalf of TGC/Farkas Funding, LLC.

Respectfully,

/s/ Raffi A. Nahabedian
Raffi A. Nahabedian, Esq.

I, Matthew Farkas, as the authorized Manager of TGC/Farkas Funding, LLC, hereby declare that I have read and understand in full the above, and have had an opportunity to seek counsel in relation thereof, and do hereby agree and consent to the representation and waiver.

By: 
Matthew Farkas, TGC/Farkas Funding, LLC

I, Jay Bloom, personally and as an authorized member/manager of First 100 LLC, hereby declare that I have read and understand in full the above, and have had an opportunity to seek counsel in relation thereof, and do hereby agree and consent to the representation and to the waiver.

By: 
Jay Bloom/First 100 LLC

Raffi A. Nahabedian, Esq.
The Law Office of Raffi A. Nahabedian
7408 Doe Avenue
Las Vegas, NV 89117
(702) 379-9995 or (702) 222-1496(Fax)

Member State Bar of California

Member State Bar of Nevada

January 14, 2021

Erika Pike Turner, Esq.
Garman Turner Gordon
7251 Amigo Street, Suite 210
Las Vegas, NV 89119
eturner@gtg.legal

Re: *TGC/Farkas Funding, LLC v. First 100, LLC et al/ A-20-822273-C*

Dear Ms. Pike Turner:

Please be advised that the Law Office of Raffi A. Nahabedian has been retained as counsel by TGC/Farkas Funding, LLC with respect to the above-referenced matter (hereinafter referred to as the "TGC/Farkas v. First 100 Matter"). Enclosed herein is a termination letter addressed to your firm ("Termination Letter") that Mr. Matthew Farkas prepared and executed on behalf of TGC/Farkas Funding, LLC, and provided me in regards to my retention.

Pursuant to the TGC/Farkas Funding, LLC Operating Agreement, which specifically states that Mr. Farkas serves as both the Administrative Member and Manager, Mr. Farkas has full authority to retain and terminate legal representation for the company in his Manager capacity. For the reasons stated below and in the Termination Letter, Mr. Farkas has elected to exercise that authority.

Mr. Farkas has had growing concerns about Garman Turner Gordon's ("GTG") representation of TGC/Farkas Funding, LLC. Notably, in GTG's engagement letter that Mr. Farkas signed on behalf of TGC/Farkas Funding, LLC, Mr. Farkas included a handwritten preclusion of litigation against First 100 to make clear that litigation against was prohibited, yet somehow litigation was commenced anyway and without Mr. Farkas' written approval of the same (or a written revocation by Mr. Farkas of his instruction). Beyond that, Mr. Farkas also learned that GTG pursued aggressive judgment collection tactics against First 100, which was never discussed with or approved of beforehand by Mr. Farkas. Indeed, Mr. Farkas is not only concerned that GTG exceeded the scope of the agreed-upon engagement through its ongoing litigation and collection efforts against

First 100, but he is now at risk of a potential claim against him by First 100 for breach of fiduciary duty as Mr. Farkas is still an officer of First 100.

We expect that GTG will take no further action on behalf of TGC/Farkas Funding, LLC in the TGC/Farkas v. First 100 Matter and, to the extent necessary, a formal written demand is hereby made that GTG cease all legal work on the same. To be clear, Mr. Farkas does not consent to GTG engaging in any further litigation or collection activities whatsoever against First 100, and TGC/Farkas Funding, LLC does not consent to GTG attempting to represent TGC/Farkas Funding, LLC now that the representation has been terminated by way of the enclosed Termination Letter.

Enclosed is a substitution of counsel for Garman Turner Gordon to execute immediately so as to ensure a smooth transition. In an effort to mitigate damages, Mr. Farkas has resolved the TGC/Farkas v. First 100, LLC Matter on behalf of TGC/Farkas and a courtesy copy of the fully executed settlement agreement is also enclosed herein.

Your prompt attention to this matter is requested and I look forward to receiving your signature on the enclosed substitution of counsel (already executed by TGC/Farkas Funding, LLC) as soon as possible to prevent any unnecessary delay.

Sincerely,

A handwritten signature in black ink, appearing to read "Raffi A. Nahabedian", with a long horizontal line extending to the right.

Raffi A. Nahabedian, Esq.

cc: Client (via email)

Matthew Farkas
3345 Birchwood Park Circle
Las Vegas, NV 89141

January 6, 2021

Erika Pike Turner, Esq.
Garman Turner Gordon
7251 Amigo Street, Suite 210
Las Vegas, NV 89119
eturner@gtg.legal

Re: Non-Consent to Legal Representation of TGC/Farkas Funding, LLC

Dear Ms. Pike Turner:

I am writing this letter regarding TGC/Farkas Funding, LLC and the collection efforts that have taken place against First 100, LLC and First One Hundred Holdings, LLC ("First 100").

When I initially agreed to Garman Turner Gordon representing TGC/Farkas Funding, LLC, it was with the express understanding that such representation would preclude any form of litigation against First 100 or its officers, directors, members, successors or assigns.

Notwithstanding, the matter did eventually go to an arbitration and I understand that the arbitrator has issued an award in favor of TGC/Farkas Funding, LLC.

I had no knowledge of, did not and would not have approved of, nor have I been involved in or consented to any discussions regarding the collection efforts of the judgment against First 100, LLC. I would have insisted on having had input on such efforts and would never have consented to the actions your firm is taking.

Please be advised that, as a 50% member of TGC/Farkas Funding, LLC, I no longer consent to Garman Turner Gordon taking any further legal actions on behalf of TGC/Farkas Funding, LLC and therefore I am terminating the representation as it relates to the matter against First 100, effective immediately.

Thank you for your attention to this matter.

Sincerely,



Matthew Farkas

RAFFI A. NAHABEDIAN

7408 Doe Avenue

Las Vegas, Nevada 89117

Tel: (702) 379-9995 / Fax: (702) 222-1496

1 RAFFI A. NAHABEDIAN, ESQ.
2 Nevada Bar No. 009347
3 **LAW OFFICE OF RAFFI A. NAHABEDIAN**
4 7408 Doe Avenue
5 Las Vegas, Nevada 89117
6 Telephone: (702) 379-9995
7 Facsimile: (702) 222-1496
8 Attorneys for Plaintiff

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

8 TGC/FARKAS FUNDINGG, LLC,
9 Plaintiff,

Case No.: A-13-677354-C

Dept. No.: XVI

10 vs.

SUBSTITUTION OF COUNSEL

11 FIRST 100, LLC, a Nevada Limited Liability
12 Company; FIRST ONE HUNDRED
13 HOLDINGS, LLC, a Nevada Limited Liability
14 company, aka 1st ONE HUNDRED
15 HOLDINGS LLC, a Nevada Limited Liability
16 Company,

17 Defendants.

18 **SUBSTITUTION OF COUNSEL**

19 Please take notice that TGC/FARKAS FUNDING, LLC, a Nevada limited liability
20 company, hereby substitutes as counsel of record attorney Raffi A. Nahabedian, of the Law Office
21 of Raffi A. Nahabedian, in the aforementioned matter, in place of the law firm of Garman Turner
22 Gordon, LLP. All future notices in this matter should be sent to:

23 Raffi A. Nahabedian, Esq.
24 Law Office of Raffi A. Nahabedian
25 7408 Doe Avenue
26 Las Vegas, NV 89117

27 Dated this 17th day of January, 2021.

LAW OFFICE OF RAFFI A. NAHABEDIAN

28 By: 

Raffi A. Nahabedian, Esq.
Attorneys Plaintiff

RAFFI A. NAHABEDIAN

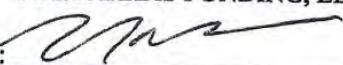
7408 Doe Avenue

Las Vegas, Nevada 89117

Tel: (702) 379-9995 / Fax: (702) 222-1496

1 TGC/FARKAS FUNDING, LLC, by way of Matthew Farkas, hereby requests and
2 consents to the aforementioned substitution of counsel in the above-captioned matter:

3 Dated this ____ day of January, 2021. TGC/FARKAS FUNDING, LLC

4 By: 
5 Matthew Farkas, Member/Manager

6 GARMAN TURNER GORDON LLP hereby consents to the aforementioned substitution
7 of counsel of record in the above captioned matter:

8 Dated this ____ day of January, 2021. GARMAN TURNER GORDON LLP

9 By: _____
10 Erika Pike Turner, Esq.

RAFFI A. NAHABEDIAN

7408 Doc Avenue

Las Vegas, Nevada 89117

Tel: (702) 379-9995 / Fax: (702) 222-1496

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the ____ day of January 2021, service of the foregoing Substitution of Counsel was made this date by electronically serving, through Clark County e-file system, a true and correct copy of the same, to the following parties:

Joseph A. Gutierrez, Esq.
Danielle J. Barraza, Esq.
MAIER GUTIERRES & ASSOC.
8816 Spanish Ridge Ave.
Las Vegas, NV 89148
Attorneys for Defendants

Erika Pike Turner, Esq.
Dylan T. Ciciliano, Esq.
GARMAN TURNER GORDON LLP
7251 Amigo St., Suite 210
Las Vegas, NV 89119

/s/ Raffi A. Nahabedian, Esq.
An employee of Raffi A. Nahabedian

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 Gutierrez & 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.

**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 TGC Investor, or in the absence of such delegation, 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, except 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



1

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

Raffi A Nahabedian

From: Dylan Ciciliano [dciciliano@Gtg.legal]
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

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

Visit us online at www.gtg.legal

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](tel:7257773000) | Fax: [725 777 3112](tel:7257773112)

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7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

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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](tel:7257773000) | Fax: [725 777 3112](tel:7257773112)

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7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

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

Visit us online at www.gtg.legal

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](tel:7257773000) | Fax: [725 777 3112](tel:7257773112)

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

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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Exhibit 3

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

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

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

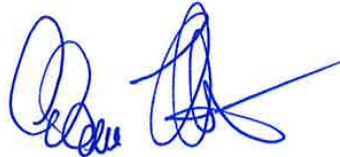
6 6. TGC 100 Investor, LLC did not authorize the retention of Raffi Nahabedian by or
7 on behalf of Plaintiff.

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

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

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

14 Executed this 20th day of January, 2021.



15
16 ADAM FLATTO, Declarant

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/16YRyg>

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

SIGNATURE PAGE TO AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING LLC

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, except 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

SIGNATURE PAGE TO AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING LLC

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

SIGNATURE PAGE TO AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING LLC

Exhibit 4

1 **SUPPLEMENTAL DECLARATION OF JAY BLOOM IN SUPPORT OF RESPONDENTS'**

2 **ARBITRATION BRIEF**

3 I, JAY BLOOM ("Declarant"), declare as follows:

4 1. This supplemental declaration is made in support of Respondents' Arbitration Brief
5 (the "Brief").

6 2. I am over the age of eighteen (18) and I have personal knowledge of all matters set
7 forth herein. If called to do so, I would competently and truthfully testify to all matters set forth
8 herein, except for those matters stated to be based upon information and belief.

9 3. I make this declaration in my capacity as the principal, founding director, and chairman
10 of the Board of Directors of First 100, LLC and 1st One Hundred Holdings, LLC.

11 4. I have reviewed the Arbitration Panel Order requesting additional evidence, dated July
12 31, 2020.

13 5. The first request seeks information related to whether the Claimant (TGC/Farkas
14 Funding, LLC) executed a Redemption Agreement and the date of any such execution. Attached
15 hereto as **Exhibit A** is a true and correct copy of the email that First 100 (through its email address
16 Membershipredemption@first100llc.com) sent to Matthew Farkas, solely in his capacity as Manager
17 and Executive of TGC/Farkas Company (to Mfarkas@f100llc.com) on April 13, 2017 regarding the
18 Redemption Agreement, along with all of the attachments to that email.

19 6. There are no other emails to Matthew Farkas, Individually nor Adam Flatto
20 Individually, related to the Membership Redemption Agreement, as neither Farkas nor Flatto held
21 membership shares in an individual capacity outside of their joint interest in 1st One Hundred
22 Holdings, LLC as Members TCG/Farkas Funding, LLC.

23 7. On April 14, 2017, Matthew Farkas provided the executed TGC/Farkas Funding, LLC
24 Redemption Agreement to First 100, which was signed by Matthew Farkas, as "Redeemer" on behalf
25 of TGC/Farkas Funding, LLC. See **Exhibit B**, Executed Redemption Agreement.

26 8. To be clear, Exhibit B was not executed by Matthew Farkas in his capacity as a
27 representative for First 100, LLC, but rather in his capacity as a member of TGC/Farkas Funding,
28

1 LLC, which I countersigned on behalf of First 100, LLC in my capacity as Manager. The only
2 redemption agreement ever emailed or provided to Matthew Farkas in any way was the one addressed
3 to TGC/Farkas Funding, LLC.

4 9. I would also like to note that the "Schedule A: List of Members" contained at the end
5 of the 1st One Hundred Holdings, LLC Operating Agreement submitted with Claimant's Arbitration
6 Brief at Ex. 11 (Bates-number TGC000163) clearly indicates that TCG/Farkas, LLC is on the "list of
7 members" – and neither Matthew Farkas nor Adam Flatto appear in any way in an individual capacity.
8 It is therefore impossible for Matthew Farkas to have executed the TGC/Farkas Funding, LLC
9 Redemption Agreement, "signing as Redeemer", to have been doing so in his capacity as a First 100
10 representative, or for himself in an individual capacity, or for that matter, in any capacity other than
11 that of executive for TCG Farkas Funding LLC.

12 10. The second request asks for evidence of the authority of the person executing the
13 Redemption Agreement (Matthew Farkas). Attached hereto as **Exhibit C** is a true and correct copy
14 of the First 100 Subscription Agreement that Matthew Farkas executed on October 17, 2013, in his
15 capacity as TGC/Farkas, LLC's "CEO." This Subscription Agreement was signed solely by Matthew
16 Farkas, substantiating his authority to sign such documents on behalf of TGC/Farkas, LLC. TGC
17 Farkas/Funding, LLC should not get the benefit of Matthew Farkas' signature on documents when it
18 is convenient for TGC Farkas/Funding, LLC, but then make arguments that Matthew Farkas somehow
19 was not "authorized" to sign on behalf of TGC Farkas/Funding, LLC when they feel it would not
20 benefit their litigation strategy.

21 11. First 100 did not receive any notification that TCG Farkas Funding LLC had any
22 change in management that would indicate that Matthew Farkas was no longer a manager.

23 12. Further, on or around March 21, 2014, First 100, LLC sent a 2013 Schedule K-1 to
24 TCG/Farkas Funding, LLC, and more specifically to Matthew Farkas (the Birchwood Park Circle
25 address is Mr. Farkas' home address), further substantiating that Mr. Farkas was authorized to obtain
26 and review such documents on behalf of TCG/Farkas Funding, LLC. Attached hereto as **Exhibit D**
27 is a true and correct copy of that March 21, 2014 correspondence to Matthew Farkas of
28 TCG/Farkas/Funding, LLC.

1 13. The 2014 Schedule K-1 for TCG/Farkas Funding LLC was also sent to Matthew
2 Farkas' Birchwood Park Circle home address. A true and correct copy of that 2014 Schedule K-1 is
3 attached hereto as **Exhibit E**.

4 14. On or around April 3, 2016, First 100, LLC sent a 2015 Schedule K-1 to TCG/Farkas
5 Funding, LLC, and more specifically to Matthew Farkas' Birchwood Park Circle home address,
6 further substantiating that Mr. Farkas was authorized to obtain and review such documents on behalf
7 of TCG/Farkas Funding, LLC. Attached hereto as **Exhibit F** is a true and correct copy of that April
8 3, 2016 correspondence to Matthew Farkas of TCG/Farkas/Funding, LLC.

9 15. Attached hereto as **Exhibit G** is a true and correct copy of Matthew Farkas' voter
10 registration record which I obtained publicly online, which clearly indicates that the Birchwood Park
11 Circle address is Farkas' residential address.

12 16. The third request seeks information as to whether First 100 fully performed its
13 obligations required by the Redemption Agreement. With respect to that request, I declare as follows:

- 14 • That Paragraph 2(b) of the Redemption Agreement provides that, "Membership
15 Interest redemption shall be paid to Redeemer as funds are recovered by Company
16 in the order of Company's receipt of Redeemers signed Membership Interest.",
17
- 18 ▪ That there have not yet been sufficient funds recovered to fully satisfy the
19 redemption obligation to TCG/Farkas Funding under the Redemption Agreement.
20
- 21 ▪ That it is my belief that such funds will be realized by the Company and ultimately
22 by TCG Farkas before year end,
23
- 24 ▪ That it has been and remains the intention and acts of First 100 to fully perform its
25 obligation,
26
- 27 • That there is no prescribed time schedule contemplated in the Redemption
28 Agreement for the recovery date (in terms of First 100's collection of a Judgment)
with which First 100 could be construed as not being in compliance,

- That First 100 is conducting best efforts to complete and is in compliance with the Redemption Agreement, and
- That such efforts evidence that First 100 has complied and continues to comply with its obligations under the Redemption Agreement.

17. Attached hereto as **Exhibit H** is a true and correct copy of a “draft” affidavit, for the benefit of TCG Farkas Funding LLC, as provided by Adam Flatto to Matthew Farkas for signature, stating among other misrepresentations, that Matthew Farkas never signed the Redemption Agreement.

18. Matthew Farkas instead brought the affidavit to my attention and indicated that he would not be signing it, as the information he was asked to attest to on behalf of TCG Farkas Funding LLC in such affidavit was materially false.

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 14th day of August, 2020


JAY BLOOM

EXHIBIT “A”

From: Membership Redemption
Sent: Thursday, April 13, 2017 6:47 AM
To: Matthew Farkas <Mfarkas@f100llc.com>
Subject: 1st One Hundred Holdings K-1 and Membership Interest Redemption Agreement

MEMO

To: All Members of 1st One Hundred Holdings, LLC ("the Members")
From: 1st One Hundred Holdings, LLC ("the Company") and its Management ("the Management")
membershipredemption@f100llc.com

Attached please find your K-1 form for your 2016 tax returns.

Additionally, you will find several other important and relevant documents attached to this email.

As many of you are aware, the Company secured a series of financing commitments during the year of 2015 and into January 2016 from Raymond Ngan and other entities with which he was associated or involved. Unfortunately, these financial commitments to fund the company were breached causing great harm to the Company, the Management, and the Members equity positions.

These multiple breaches in clear commitments to the Company led to the Company initiating an action on or about June 23, 2016.

It is with great enthusiasm that the Management can share with you the Company's success in its litigation. The Company was awarded approximately \$2.2 billion in damages for its claims (the judgment is attached hereto for review). While the Company anticipates collecting some portion of the judgment, after many detailed meetings with its counsel in the litigation and the collection team, it is clear from the representations made by these experts that the Company is not expected to collect the entire amount of the judgement. After attorney's fees, clearing the balance sheet obligations, paying the Company debt, and retiring the preferred membership interest positions, the Company expects that it may have about \$150 million (or \$1.5 million) per point to be distributed to the Members.

In light of the foregoing the Company, by way of this communication, is offering to the Members a Membership Interest Redemption Agreement ("the Agreement") (attached hereto for review and execution).

This Agreement attached provides for the redemption or buy back of the Members interest at \$1.5 million per percentage of ownership interest, or a fraction thereof on a pro rata basis.

THIS IS A BEST EFFORTS BUYBACK OFFERING.

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, in the order which the Agreements are received as having been executed and returned to the Company.

Signed Membership Interest Redemption Agreements are to be returned by email or fax to:

Charity M. Johnson

MAIER GUTIERREZ AYON

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Tel: 702.629.7900 | Fax: 702.629.7925

cmj@myralaw.com | www.myralaw.com

Upon receipt, such Agreements will be time and date stamped by the attorneys as to their receipt, and put in queue for payouts as funds are recovered against the Judgment.

Please send the signed and executed agreements to Charity M. Johnson at the fax or email identified above. Do not send executed documents via any other method or to any other contact within the Company.

All questions regarding the Agreement, or any other questions related to this communication, should be sent to the Company and directed by email to membershipredemption@f100llc.com.

The Company reiterates that payments against redemptions to the Members will be made as cash is collected under the judgment on a first received first paid basis.

Any member that elects not to redeem their position should be aware of the risks inherent in remaining a member in the Company. Some of these risks are delineated in the Disclosure Document (attached hereto for review). Chief among these risks are as follows:

1. Remaining members may be subject to a capital call to finance the continued collection efforts under the judgment;
2. The Company is subject to a potentially successful appeal by the judgment debtor;
3. The Company is subject to future potential litigation, which may consume any remaining cash balances;
4. There is a risk that not enough money will be collected to pay all of those that redeem, leaving remaining members with no value in the positions held;
5. There is no guarantee that the business model remains viable, as laws have been modified and the markets have become significantly more efficient;
6. There is no guarantee that the Company will not elect a different business model, with which the remaining members may not agree;
7. The Management shall have sole discretion over the remaining funds collected and their disposition and/or use, if any, after the payment of taxes, debts, accounts payable, preferred membership interest redemptions, and the Membership Interest Redemption Agreements herein.

It is important to note that although each member should consult their own tax professional, the Management believes that the Agreement would provide for a long term capital gain tax rate as opposed to a distribution which would potentially be taxed at the higher ordinary income rate.

As such, the Management recommends that members sign and return the Agreement on an expedited basis.

The Company looks forward to your immediate attention to this important matter.

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 be 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 remainder 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:

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: _____

REDEEMER

By: _____

Its: _____

1st ONE HUNDRED HOLDINGS, LLC

By: _____

Jay Bloom
Its: Director



DISCLOSURE DOCUMENT
April 15, 2017

Membership Interest Redemption Offering of

\$1,500,000.00 for each 1% of Class 'A' Membership Interest, or fraction thereof

1st One Hundred Holdings, LLC

CAUTIONARY STATEMENT CONCERNING THE MEMBERSHIP INTEREST REDEMPTION

THIS OFFERING IS BEING MADE ONLY TO EXISTING HOLDERS OF 1st ONE HUNDRED HOLDINGS, LLC MEMBERSHIP INTEREST AS OF APRIL 15, 2017.

NO ASSURANCES CAN BE GIVEN THAT THE COMPANY WILL BE SUCCESSFUL IN REDEEMING ALL MEMBERSHIP INTEREST REDEMPTION AGREEMENTS SUBMITTED AND ACCEPTED. TO DATE, THE COMPANY HAS INCURRED SUBSTANTIAL LOSSES AS IT HAD SOUGHT TO MARKET ITS CONCEPT AND BUILD AN INFRASTRUCTURE, AND SUBSEQUENTLY THROUGH THE BREACHED FINANCING AGREEMENTS OF CERTAIN PARTIES, THE COMPANY'S REVENUES HAVE NOT BEEN SUFFICIENT TO COVER ITS COST OF OPERATIONS.

A DECLINE OF THIS MEMBERSHIP INTEREST REDEMPTION OFFERING AND ELECTING THE RETENTION OF YOUR MEMBERSHIP INTEREST IS HIGHLY SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR PERSONS WHO ARE PREPARED TO RISK THE LOSS OF THEIR ENTIRE INVESTMENT. SEE "HIGH RISK FACTORS" SET FORTH LATER IN THIS DOCUMENT.

This document summarizes the litigation against Raymond Ngan, et al. and resultant Judgment which provides for the funds of the Membership Interest Redemption offering. These summaries are not complete and may not include all material or all pertinent factors. Members are urged to review the actual judgment and pleadings of the case, which will be provided upon request, and are cautioned not to rely exclusively upon the summaries herein provided.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

1st One Hundred Holdings, LLC ("1st One Hundred Holdings" or the "Company") has made forward-looking statements in this document that are subject to risks and uncertainties. Forward-looking statements include the information concerning possible or assumed future results of both collections of the Ngan Judgment as well as operations of the Company and those preceded by, followed by or that include the words "believes", "expects", "anticipates" or similar expressions.

You should understand that the following important factors, in addition to those discussed elsewhere in this document could affect the future results of the Company, and could cause those results to differ materially from those expressed in the Company's forward-looking statements: Collectability of the Ngan Judgment, failure to acquire certain agreements; loss or unavailability

of present management; failure of the Company to raise additional funding; market repudiation of the Company's basic business concept; competition from other receivables purchasers; a significant further decrease in property valuations in general and/or a change in the legislative landscape; a change or significant downturn in the overall economic environment; and other factors.

OVERVIEW OF THE COMPANY

1st One Hundred Holdings, LLC, a Nevada limited liability company is a transaction based company that was established for the purposes of purchasing an assignment of the beneficial interest in the proceeds of a Home Owner Association's delinquent account receivables at a discount, collecting the face value of such receivables, or in the alternative, purchasing at the HOA foreclosure sale the underlying properties securing the liens while cash-flowing from the tenancies of such properties. Also, the company strives to extinguish all subordinated liens, or perform a quiet title on such properties, thereby establishing significant equity for the company.

Although factoring is a fairly commonplace financial transaction in other industries, the Company is not aware of any other company that is established for the purposes of purchasing the assignment of the beneficial interest in the proceeds of liens owned by Home Owner Association (HOA) or Common Interest Community (CIC) account receivables.

THE DEFAULT AND JUDGMENT

On or about July 24, 2015, the Company entered into a financing Agreement under which it was to receive \$16,000,000 in financing from Raymond Ngan individually.

This commitment contained a condition precedent as to an IRS approval for a 1031 Exchange from which the funding was to be provided.

On or about September 28, 2015, it was learned that the IRS was not going to provide the approval for the 1031 exchange, which meant that the condition precedent was not going to be met.

On or about November 12, 2015, the company entered into a Loan Agreement with Pi Global Holdings, purportedly owned by Raymond Ngan as a bridge to a larger funding transaction from Mr. Ngan. This commitment was to be funded by November 25, 2015. Pi Global Holdings / Raymond Ngan breached this Agreement.

On or about January 4, 2016, the company entered into an agreement regarding the sale of its primary lien portfolio in the Association of Poinciana Villages for \$50,000,000 to Ngan Ventures, purportedly owned by Raymond Ngan.

Also, on or about January 6, 2016, the company entered into an agreement for the sale of 50.1% of its membership interest to Ngan Ventures for an additional \$100,000,000.

Performance under these two funding commitments never materialized. As a result, on June 23, 2016, the company brought suit against Mr. Ngan, Ngan Ventures and Pi Global Holdings.

On or about March 28, 2017, the company obtained a Judgment against Raymond Ngan individually, Ngan Ventures and Pi Global Holdings in the amount of \$2,211,039,718.46.

The company is set to commence collection activity within 30 days. Based on expectation and belief resultant from third party collection professionals, management believes that it may be able to recover or settle for approximately \$300,000,000.

After attorney fees, tax obligations, retirement of the company debt, satisfaction of accounts payable and retirement of the company's remaining outstanding Preferred Membership Interests, we believe that the company will have about \$150,000,000 remaining which would represent \$1,500,000 for each percentage point of Membership Interest issued.

In light of the risks perceived by the Company in retaining any of the Membership Interests (for all of those disclosed factors below), the company is offering this Membership Interest Redemption.

Management recommends that Members accept the Redemption offering and return signed the Membership Redemption Agreement.

THE OFFERING

The Company is offering to buy from each member, all Membership Interests at a rate of \$1,500,000 for each one percent (1%) of a Member's Class "A" Membership Interest or any portion thereof on a pro rata basis (the "MI"). The Company has reserved the right to terminate this offering at any time.

There is no minimum number of units of MI that the Company must buy under this Redemption offering.

No assurances can be given that the Company will realize sufficient proceeds from collection efforts in order to allow it to pay all Redemption Agreement requests.

Accordingly the company will pay out Membership Interest Redemptions based on the date of receipt of each members executed Membership Interest Redemption Agreement, in the order which it was received.

HIGH RISK FACTORS

The retention of the MI referenced herein by each member involves a high degree of risk and is not suitable for many investors. In reviewing the offering, Members should consider carefully the following significant risk factors, among others.

This retention of your Membership is not recommended for those who cannot bear the substantial risks described below, including the risk of loss of their entire investment.

Potential Capital Call for Members remaining after Redemption Agreements. As a result of the breach of the financing commitments, should the company continue, it most likely will require a significant capital call from the remaining members. Should you elect to decline the Membership Interest Redemption offering, you will most likely receive a capital call for additional funds for the costs of collections as well as the operation of the company.

Judgment Debtors Appeal. It is expected that the Judgment Debtors will appeal the Judgment. As such, although the Company is not precluded from pursuing collection activity, absent a very substantial bond being posted by the Ngan entities, the judgment may be reversed at some future date, and any funds remaining in the company may be subject to a successful appeal and ordered to be returned to the Judgment Debtors. An appeal can potentially take as many as several years to reach resolution.

Judgment Debtor Collectability. It is highly unlikely that the Company will be able to collect a material portion of the full Judgment amount. Notwithstanding, every effort will be made to collect any assets can be both located and successfully attached.

Use of Recovered Funds Under the Judgment. As funds are recovered under the Judgment (after the payment of the Company's legal and collection fees related to obtaining and collecting the judgment), those funds received by the company will be used for satisfying its obligations in the following Order:

- First, any and all tax obligations of the Company shall be paid
- Second, all company debt shall be paid
- Third, all company accounts payable shall be paid
- Fourth, all company Preferred Membership Interest shall be redeemed
- Fifth, all Membership Interest Redemption Agreement obligations in the order each Agreement was received will be paid
- All remaining funds will be used for the operation of the company, or such other purpose as may be determined by Management at some future date.

No Guarantee of Distribution for Membership Interest Not Redeemed. The Company makes no representation that any funds recovered under the judgment in excess of those Membership Interest Redemptions will ever be paid. In other words, even if there are funds in excess of the Membership Interest Redeemed, there is no representation or expectation that such funds will be distributed to any Members retaining an interest after election not to Redeem in this offering.

No Guarantee of Continued Business Model. As a result of the delays from the Ngan entities in financing, and the resultant litigation and collection period, there may not be a continuing opportunity under the current business model. As such, the management has the ability to revise the model or even to completely pursue any new business opportunity at its sole discretion. Any Membership Interest not redeemed will be subject to any such management discretion that may be exercised and there can be no guarantee as to the success of any such as of yet potential new unidentified business model that Management may elect to pursue.

Third Party Litigation. There is existing and potential third party litigation against the Company resultant from commitments made by the Company under its commitments received from the Ngan entities. Management does not know the extent of the company's liability under such potential and actual litigation. It is possible that any funds remaining after redemption could be used in satisfying any tail litigation.

Tax consequence. It is the belief of management that Membership Interest redemption will be treated as long term capital gain. However, should any remaining Membership Interest realize any distribution, if any is ever realized, such distribution would be expected to be treated as ordinary income, which would reasonably be expected to be at a materially higher tax rate. Management explicitly states that each Member should obtain their own tax advice and consult their own tax professionals, as each person's circumstances may differ.

Lack of Marketability and Definitive Value of the Assets. The principal assets benefiting the Class "A" MI that remain after the Membership Interest Redemption is completed, in the form of receivables are unique in nature. As such, there can be no determination of the amount such receivables would bring at sale, if anything.

The Company believes that the receivables and Deeds (clouded and clear titles) may have substantial value. However, there can be no assurances, that in the event of default, the assets would be sufficient to satisfy the capital account of the MI.

Financial Weakness; Going Concern Qualification. The Company is financially weak, has incurred operating losses to date, and expects that should it obtain audited financial statements, such statements will question the ability of the Company to continue operations in the absence of an infusion of capital.

Although this going concern qualification would be mooted with a capital raise or capital call from the remaining members, there can be no assurance that any such capital raise or capital call will be successfully achieved.

The Company is entirely dependent upon raising additional capital, whether from a capital call from the remaining members, the sale of Membership Interest in a new offering or from a sale to a partner, in order to continue to operate. Any such offering would be conducted on a best efforts basis and would, most likely, attribute to potentially significant dilution of the remaining member's current interest percentage. There can be no assurance that the Company

will receive sufficient proceeds from any offering to provide it with the capital that the Company believes is required in order to continue to operate. Nor can there be any assurances the company will otherwise raise the needed capital. Even if the Company receives such capital, no assurances can be given that the Company will ever become profitable.

Market Uncertainty; Limited Market Research; Difficulty of Introducing New Concept. The Company's core business concept is believed to be unique. Although there are successful factoring companies and receivables purchase companies in other marketplaces, the Company is unaware of any other entity that is seeking to operate a similar business based on this untapped source of asset backed receivables sought by the Company. The Company believes that its core business concept is viable and that the assets being purchased have value in excess of their acquisition costs. However, there can be no assurance that there will be acceptance of the Company's core concept. Even if the Company's core concept is viable, there can be no assurance that the Company will be successful in implementing its business concept, in that it may not be able to acquire HOA receivables, collect such receivables, foreclose upon such receivables, rent the underlying properties or extinguish any of the preexisting liens.

Limited Operating History and Risks in a New Venture. The Company has a limited operating history and its current and proposed operations are subject to all of the risks inherent in the establishment of a new business enterprise, including the difficulties in marketing a new concept. The likelihood of success of the Company must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the formation of a new line of business and the competitive environment in which the Company will operate. To date, the Company has operated at a loss, and such losses have been funded largely by loans to the Company. No assurance can be given that the Company will ever become profitable.

Dependence Upon Key Personnel. The concept for the Company has been largely developed by Jay Bloom. The loss or unavailability to the Company of this person at this time would have a materially adverse effect on the Company's ability to continue as a going concern. In addition, it will be important for the Company to attract other resourceful and skilled employees, which is difficult because the market for the service of such individuals is highly competitive.

Competition. Currently, the company is not aware of competitors of the Company seeking to purchase an assignment of the beneficial interest in the proceeds of HOA receivables. Additionally the company has indirect competition from factoring companies and other such receivables finance companies that seek to purchase receivables in other industries. The Company's current marketing strategy and sales potential are based upon the fact that, in the Company's opinion, the content of the company's offering is compelling to Home Owners Associations and Common Interest Communities. Other businesses offering products similar to or as substitutes for those offered by the Company may also develop, or existing businesses that factor or purchase receivables may start to seek receivables in the target demographic of the Company. Because 1st One Hundred Holdings, Inc. has limited resources, it is possible that another company with more substantial resources may develop a similar product and be able to market it faster and more effectively than 1st One Hundred Holdings, Inc. 1st One Hundred Holdings, Inc. cannot predict the level or quantity of its future competition, and no assurance can be given that the Company will compete successfully.

Regulatory Uncertainty. The Company's business is a novel concept, which may be scrutinized by various regulatory authorities, including Federal, State and County Governments as well as other agencies. Certain legislative changes can occur which could impact the company's ability to conduct its business as contemplated in this Disclosure Document and the accompanying Executive Summary.

Continued Control by Management. After completion of the offering, the directors and officers of the Company will continue to exercise voting control over the majority of the outstanding voting stock of the Company. The Vote of the Holders of the Class "A" MI acquired through this offering have a minority position up until the time of completion of financing. This means that the founding equity voting for the election of directors can elect all of the directors to be elected, if they choose to do so, and in such event, the holders of the MI offered in this placement will not be able to elect any person as a Director.

Restrictions on Transferability; Lack of Public Market. The MI offered hereby has not been registered under the Securities Act or under the securities laws of any state. Therefore, the MI may not be transferred unless they are registered under the Securities Act and any applicable state securities laws or an exemption from such registration is available. The certificates evidencing the MI will contain restrictive legends and stop transfer orders will be put on the Company's books. It is not anticipated that there will be any market for resale of the MI in the foreseeable future. Accordingly, each investor should be prepared to bear the economic risk of retaining their Membership Interest indefinitely.

Arbitrary Offering Price. The price for the MI was determined neither by the Company with an independent valuation process or by using any formal or specific method of valuation. Such price is not necessarily indicative of the value of the MI, and no assurance is or can be given that the MI could be resold for an amount equal to such price.

Management Discretion in Use of Proceeds. Management will have absolute discretion as to the use of the proceeds from the collection after the payment of all Membership Interest Redemption. Although Management intends to use these proceeds in substantial portion in connection with the Company's stated strategy, these general purposes will allow great latitude to management in selecting the specific expenditures. Additionally, the Management has the discretion to completely cast aside the current business model and enter into a new as of yet unidentified business, wholly unrelated to the original business. There can be no assurance that the Company will make prudent choices in its decisions as to the use of the proceeds, if any, resultant from any collection activity against the judgment.

FURTHER INFORMATION

This Disclosure Document contains summaries of certain documents and materials. Prospective Redeemers hereunder who wish to examine any or all of such documents or who desire further information concerning the Company should contact and make a formal request to the company at membershipredemption@f100llc.com.

First 100 Holdings, LLC
[REDACTED]

April 13, 2017

TCG/Farkas Funding, LLC
Class A
[REDACTED]

RE: First 100 Holdings, LLC
[REDACTED]

Enclosed is your current year Schedule K-1 (Form 1065) for the above-referenced account. The amounts shown are your distributive share of the partnership's income, deductions and credits incurred during the year and are to be reported on your income tax return. The amounts may differ from the distributions you actually received during the year. The difference may be due to a number of factors including the allocation of fees or other deductions, exclusion of tax-exempt income, or a variance between your taxable year and that of the partnership.

If applicable, state tax information has been attached to the K-1. Since income tax requirements vary from state to state, the presentation of the state tax information will be different for each state. The information provided is based on your state of residence from our records. If information for your state of residence is not listed, please contact us at the number below.

If you have any questions concerning this information, please call

Sincerely,

First 100 Holdings, LLC

Schedule K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

For calendar year 2016, or tax
year beginning _____, 2016
ending _____, 20

2016

Partner's Share of Income, Deductions,
Credits, etc.

▶ See back of form and separate instructions.

☐ Final K-1

☐ Amended K-1

651113
OMB No. 1545-0123

Part I Information About the Partnership

A Partnership's employer identification number
[REDACTED]

B Partnership's name, address, city, state, and ZIP code
First 100 Holdings, LLC
[REDACTED]

C IRS Center where partnership filed return
e-file

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number Partner: 25
XX-XXX7860

F Partner's name, address, city, state, and ZIP code
TCG/Farkas Funding, LLC
Class A
[REDACTED]

G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? Partnership Limited

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	3.000000%	3.000000%
Loss	3.000000%	3.000000%
Capital	42.945687%	42.305009%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	187,753
Recourse	\$	199,387

L Partner's capital account analysis:

Beginning capital account	\$	733,837
Capital contributed during the year	\$	
Current year increase (decrease)	\$	-18,975
Withdrawals & distributions	\$	()
Ending capital account	\$	714,862

☒ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?
☐ Yes ☒ No
If "Yes," attach statement (see instructions)

Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items

1 Ordinary business income (loss)	-17,758	15 Credits
2 Net rental real estate income (loss)	357	
3 Other net rental income (loss)		16 Foreign transactions
4 Guaranteed payments		
5 Interest income		
6a Ordinary dividends		
6b Qualified dividends		
7 Royalties		
8 Net short-term capital gain (loss)		
9a Net long-term capital gain (loss)		17 Alternative minimum tax (AMT) items
9b Collectibles (28%) gain (loss)		A -19
9c Unrecaptured section 1250 gain		
10 Net section 1231 gain (loss)		18 Tax-exempt income and nondeductible expenses
11 Other income (loss)		
		19 Distributions
12 Section 179 deduction		
13 Other deductions		
		20 Other information
14 Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only

This list identifies the codes used on Schedule K-1 for all partners and provides summarized reporting information for partners who file Form 1040. For detailed reporting and filing information, see the separate Partner's Instructions for Schedule K-1 and the instructions for your income tax return.

		Code	Report on
1. Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows.		L Empowerment zone employment credit	See the Partner's Instructions
Passive loss	Report on	M Credit for increasing research activities	
Passive income	See the Partner's Instructions	N Credit for employer social security and Medicare taxes	
Nonpassive loss	Schedule E, line 28, column (g)	O Backup withholding	
Nonpassive income	Schedule E, line 28, column (h)	P Other credits	
2. Net rental real estate income (loss)	See the Partner's Instructions	15. Foreign transactions	Form 1116, Part I
3. Other net rental income (loss)		A Name of country or U.S. possession	
Net income	Schedule E, line 28, column (g)	B Gross income from all sources	
Net loss	See the Partner's Instructions	C Gross income sourced at partner level	
4. Guaranteed payments	Schedule E, line 28, column (j)	Foreign gross income sourced at partnership level	
5. Interest income	Form 1040, line 8a	D Passive category	Form 1116, Part I
6a. Ordinary dividends	Form 1040, line 9a	E General category	
6b. Qualified dividends	Form 1040, line 9b	F Other	
7. Royalties	Schedule E, line 4	Deductions allocated and apportioned at partner level	
8. Net short-term capital gain (loss)	Schedule D, line 5	G Interest expense	
9a. Net long-term capital gain (loss)	Schedule D, line 12	H Other	Form 1116, Part I
9b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D instructions)	Deductions allocated and apportioned at partnership level to foreign source income	
9c. Unrecaptured section 1250 gain	See the Partner's Instructions	I Passive category	
10. Net section 1231 gain (loss)	See the Partner's Instructions	J General category	
11. Other income (loss)		K Other	
Code		Other information	Form 1116, Part II
A Other portfolio income (loss)	See the Partner's Instructions	L Total foreign taxes paid	
B Involuntary conversions	See the Partner's Instructions	M Total foreign taxes accrued	
C Sec. 1256 contracts & straddles	Form 6781, line 1	N Reduction in taxes available for credit	
D Mining exploration costs recapture	See Pub. 535	O Foreign trading gross receipts	
E Cancellation of debt	Form 1040, line 21 or Form 982	P Extraterritorial income exclusion	Form 8873
F Other income (loss)	See the Partner's Instructions	Q Other foreign transactions	
12. Section 179 deduction	See the Partner's Instructions	17. Alternative minimum tax (AMT) items	
13. Other deductions		A Post-1986 depreciation adjustment	See the Partner's Instructions and the Instructions for Form 6251
A Cash contributions (50%)	See the Partner's Instructions	B Adjusted gain or loss	
B Cash contributions (30%)		C Depletion (other than oil & gas)	
C Noncash contributions (50%)		D Oil, gas, & geothermal—gross income	
D Noncash contributions (30%)		E Oil, gas, & geothermal—deductions	
E Capital gain property to a 50% organization (30%)		F Other AMT items	
F Capital gain property (20%)	Form 4952, line 1	18. Tax-exempt income and nondeductible expenses	Form 1040, line 8b
G Contributions (100%)	Schedule E, line 19	A Tax-exempt interest income	
H Investment interest expense	See the Partner's Instructions	B Other tax-exempt income	
I Deductions—royalty income	Schedule A, line 23	C Nondeductible expenses	
J Section 59(e)(2) expenditures	Schedule A, line 28	19. Distributions	See the Partner's Instructions
K Deductions—portfolio (2% floor)	Schedule A, line 1 or Form 1040, line 29	A Cash and marketable securities	
L Deductions—portfolio (other)	See the Partner's Instructions	B Distribution subject to section 737	
M Amounts paid for medical insurance	Form 2441, line 12	C Other property	
N Educational assistance benefits	See the Partner's Instructions	20. Other information	
O Dependent care benefits	See the Partner's Instructions	A Investment income	Form 4952, line 4a
P Preproductive period expenses	See the Partner's Instructions	B Investment expenses	
Q Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions	C Fuel tax credit information	
R Pensions and IRAs	See the Partner's Instructions	D Qualified rehabilitation expenditures (other than rental real estate)	
S Reforestation expense deduction	See the Partner's Instructions	E Basis of energy property	
T Domestic production activities information	See Form 8903 instructions	F Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
U Qualified production activities income	Form 8903, line 7b	G Recapture of low-income housing credit (other)	
V Employer's Form W-2 wages	Form 8903, line 17	H Recapture of investment credit	
W Other deductions	See the Partner's Instructions	I Recapture of other credits	
14. Self-employment earnings (loss)		J Look-back interest—completed long-term contracts	
Note: If you have a section 179 deduction or any partner-level deductions, see the the Partner's Instructions before completing Schedule SE.		K Look-back interest—income forecast method	See Form 8886
A Net earnings (loss) from self-employment	Schedule SE, Section A or B	L Dispositions of property with section 179 deductions	
B Gross farming or fishing income	See the Partner's Instructions	M Recapture of section 179 deduction	
C Gross non-farm income	See the Partner's Instructions	N Interest expense for corporate partners	
15. Credits		O Section 453(i)(3) information	See the Partner's Instructions
A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Partner's Instructions	P Section 453A(c) information	
B Low-income housing credit (other) from pre-2008 buildings		Q Section 1260(b) information	
C Low-income housing credit (section 42(j)(5)) from post-2007 buildings		R Interest allocable to production expenditures	
D Low-income housing credit (other) from post-2007 buildings		S CCF nonqualified withdrawals	
E Qualified rehabilitation expenditures (rental real estate)		T Depletion information—oil and gas	
F Other rental real estate credits	Form 1040, line 73; check box a	U Reserved	
G Other rental credits		V Unrelated business taxable income	
H Undistributed capital gains credit		W Precontribution gain (loss)	
I Biofuel producer credit		X Section 108(i) information	
J Work opportunity credit		Y Net investment income	
K Disabled access credit	See the Partner's Instructions	Z Other information	

K-1 Statement (Sch K-1, Form 1065)**Item L(c) - Partner's Current Year Increases (Decreases)**

Schedule K-1 income (loss)	-17,401
Subtract:	
Nondeductible expenses	1,574
Partner's current year increases (decreases)	-18,975

Line 2 - Net Rental Real Estate Income (Loss)

Description	Property Type	Net Income (Loss)
Misty Oak Park	2	357
Total Net Rental Real Estate Income (Loss)	2	357

Line 17 - AMT Items

A Code A - Post-1986 depreciation adjustment	A	-19
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Line 20 - Other Information

Z Code Z - Other information		
Adjustment to close out members' equity (deficit) account. Contact your tax professional.		0

EXHIBIT “B”

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 be 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 remainder 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 resolved 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, divestitures, 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

REDEEMER

By: _____

Its: _____

1st ONE HUNDRED HOLDINGS, LLC

By: _____

Jay Bloom

Its: Director

EXHIBIT “C”

FIRST 100, LLC.

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

SUBSCRIPTION BOOKLET

No. _____

Name: IG-C 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 acknowledgments made by the Company herein.

All representations, warranties, covenants and acknowledgments 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.

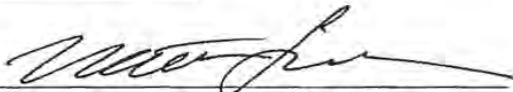
13. Severability. If any provision of this Subscription Agreement, or the application of such provision to any person, entity or circumstance, shall be held invalid, the remainder of this Subscription Agreement, or the application of such provision to persons, entities or circumstances other than those 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)

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

Residence or Entity
Address

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

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. THE MEMBERSHIP 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.

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 301(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(21) 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.

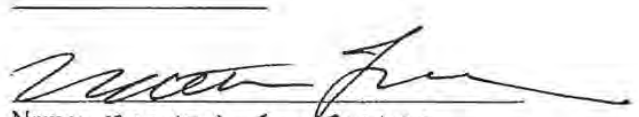
(c) The undersigned certifies that it is an accredited investor because it is an organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Company's securities,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

my J.

(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 “D”

First 100, LLC
11920 Southern Highlands Parkway Suite 200
Las Vegas, NV 89141
(702) 823-3600

March 21, 2014

TCG/Farkas Funding
[REDACTED]

RE: First 100, LLC
[REDACTED]
Schedule K-1

Dear Member:

Enclosed is your 2013 Schedule K-1 (Form 1065), Partner's Share of Income, Credits, Deductions, Etc., which has been filed with the LLC tax return of First 100, LLC.

The amounts reported to you on lines 1 through 20 of the Schedule K-1 represent your share of income, credits, deductions, and other information and must be reported on the appropriate lines of your income tax return. Amounts were allocated to you based on the membership agreement. The IRS uses codes on some lines of the Schedule K-1 to identify the item and provide reporting information. These codes are identified on page 2 of the Schedule K-1.

Should you have any questions regarding the information reported to you on this Schedule K-1, please call.

Sincerely,

For
First 100, LLC

Schedule K-1
(Form 1065)Department of the Treasury
Internal Revenue Service

2013

For calendar year 2013, or tax

year beginning _____, 2013

ending _____, 2013

Partner's Share of Income, Deductions,
Credits, etc.

▶ See separate instructions.

Part I Information About the Partnership**A** Partnership's employer identification number**B** Partnership's name, address, city, state, and ZIP code

First 100, LLC

C IRS Center where partnership filed return
Ogden, UT**D** ☐ Check if this is a publicly traded partnership (PTP)**Part II** Information About the Partner**E** Partner's identifying number**F** Partner's name, address, city, state, and ZIP code

TCG/Farkas Funding

G ☐ General partner or LLC
member-manager☒ Limited partner or other
LLC member**H** ☒ Domestic partner☐ Foreign partner**I** What type of entity is this partner? Corporation**J** If this partner is a retirement plan (IRA/SEP/Keogh/etc),
check here (see instructions) ☐**J** Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	3.00000 %	3.00000 %
Loss	3.00000 %	3.00000 %
Capital	3.00000 %	3.00000 %

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	71,752.
Recourse	\$	31,109.

L Partner's capital account analysis:

Beginning capital account	\$	0.
Capital contributed during the year	\$	1,000,000.
Current year increase (decrease)	\$	-18,862.
Withdrawals and distributions	\$	
Ending capital account	\$	981,138.

☒ Tax basis ☐ GAAP ☐ Section 704(b) book☐ Other (explain)**M** Did the partner contribute property with a built-in gain or loss?☐ Yes ☒ No

If 'Yes', attach statement (see instructions)

☐ Final K-1☐ Amended K-1

651113

OMB No. 1545-0099

Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits
	-18,862.		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6 a	Ordinary dividends		
6 b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9 a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
		A	48.
9 b	Collectibles (28%) gain (loss)	B	-33.
9 c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
		19	Distributions
12	Section 179 deduction		
13	Other deductions		
		20	Other information
14	Self-employment earnings (loss)		

*See attached statement for additional information.

FOR
IRS
USE
ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2013

PTPA0312 12/05/13

OPR SA0356

This list identifies the codes used on Schedule K-1 for all partners and provides summarized reporting information for partners who file Form 1040. For detailed reporting and filing information, see the separate Partner's Instructions for Schedule K-1 and the instructions for your income tax return.

	Report on	Code	Report on
1 Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows.		L Empowerment zone and renewal community employment credit	See the Partner's Instructions
Passive loss	See the Partner's Instructions	M Credit for increasing research activities	
Passive income	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes	
Nonpassive loss	Schedule E, line 28, column (h)	O Backup withholding	
Nonpassive income	Schedule E, line 28, column (i)	P Other credits	
2 Net rental real estate income (loss)	See the Partner's Instructions	16 Foreign transactions	
3 Other net rental income (loss)	See the Partner's Instructions	A Name of country or U.S. possession	Form 1116, Part I
Net income	Schedule E, line 28, column (g)	B Gross income from all sources	
Net loss	See the Partner's Instructions	C Gross income sourced at partner level	
4 Guaranteed payments.	Schedule E, line 28, column (j)	Foreign gross income sourced at partnership level	
5 Interest income	Form 1040, line 8a	D Passive category	Form 1116, Part I
6a Ordinary dividends	Form 1040, line 9a	E General category	
6b Qualified dividends	Form 1040, line 9b	F Other	
7 Royalties	Schedule E, line 4	Deductions allocated and apportioned at partner level	
8 Net short-term capital gain (loss)	Schedule D, line 5	G Interest expense	Form 1116, Part I
9a Net long-term capital gain (loss)	Schedule D, line 12	H Other	Form 1116, Part I
9b Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)	Deductions allocated and apportioned at partnership level to foreign source income	
9c Unrecaptured section 1250 gain	See the Partner's Instructions	I Passive category	Form 1116, Part I
10 Net section 1231 gain (loss)	See the Partner's Instructions	J General category	
11 Other income (loss)		K Other	
Code		Other information	
A Other portfolio income (loss)	See the Partner's Instructions	L Total foreign taxes paid	Form 1116, Part II
B Involuntary conversions	See the Partner's Instructions	M Total foreign taxes accrued	Form 1116, Part II
C Section 1256 contracts and straddles	Form 6781, line 1	N Reduction in taxes available for credit	Form 1116, line 12
D Mining exploration costs recapture	See Pub 535	O Foreign trading gross receipts	Form 8873
E Cancellation of debt	Form 1040, line 21 or Form 982	P Extraterritorial income exclusion	Form 8873
F Other income (loss)	See the Partner's Instructions	Q Other foreign transactions	See the Partner's Instructions
12 Section 179 deduction	See the Partner's Instructions	17 Alternative minimum tax (AMT) items	
13 Other deductions		A Post-1986 depreciation adjustment	See the Partner's Instructions and the instructions for Form 6251
A Cash contributions (50%)	See the Partner's Instructions	B Adjusted gain or loss	
B Cash contributions (30%)		C Depletion (other than oil & gas)	
C Noncash contributions (50%)		D Oil, gas, & geothermal — gross income	
D Noncash contributions (30%)		E Oil, gas, & geothermal — deductions	
E Capital gain property to a 50% organization (30%)		F Other AMT items	
F Capital gain property (20%)		18 Tax-exempt income and nondeductible expenses	
G Contributions (100%)		A Tax-exempt interest income	Form 1040, line 8b
H Investment interest expense	Form 4952, line 1	B Other tax-exempt income	See the Partner's Instructions
I Deductions — royalty income	Schedule E, line 19	C Nondeductible expenses	See the Partner's Instructions
J Section 58(e)(2) expenditures	See the Partner's Instructions	19 Distributions	
K Deductions — portfolio (2% floor)	Schedule A, line 23	A Cash and marketable securities	See the Partner's Instructions
L Deductions — portfolio (other)	Schedule A, line 28	B Distribution subject to section 737	
M Amounts paid for medical insurance	Schedule A, line 1 or Form 1040, line 29	C Other property	
N Educational assistance benefits	See the Partner's Instructions	20 Other information	
O Dependent care benefits	Form 2441, line 12	A Investment income	Form 4952, line 4a
P Preproductive period expenses	See the Partner's Instructions	B Investment expenses	Form 4952, line 5
Q Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions	C Fuel tax credit information	Form 4136
R Pensions and IRAs	See the Partner's Instructions	D Qualified rehabilitation expenditures (other than rental real estate)	See the Partner's Instructions
S Reforestation expense deduction	See the Partner's Instructions	E Basis of energy property	See the Partner's Instructions
T Domestic production activities information	See Form 8903 Instructions	F Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
U Qualified production activities income	Form 8903, line 7b	G Recapture of low-income housing credit (other)	Form 8611, line 8
V Employer's Form W-2 wages	Form 8903, line 17	H Recapture of investment credit	See Form 4255
W Other deductions	See the Partner's Instructions	I Recapture of other credits	See the Partner's Instructions
14 Self-employment earnings (loss)		J Look-back interest — completed long-term contracts	See Form 8697
Note. If you have a section 179 deduction or any partner-level deductions, see the Partner's Instructions before completing Schedule SE.		K Look-back interest — income forecast method	See Form 8866
A Net earnings (loss) from self-employment	Schedule SE, Section A or B	L Dispositions of property with section 179 deductions	See the Partner's Instructions
B Gross farming or fishing income	See the Partner's Instructions	M Recapture of section 179 deduction	
C Gross non-farm income	See the Partner's Instructions	N Interest expense for corporate partners	
15 Credits		O Section 453(l)(3) information	
A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Partner's Instructions	P Section 453A(c) information	
B Low-income housing credit (other) from pre-2008 buildings		Q Section 1260(b) information	
C Low-income housing credit (section 42(j)(5)) from post-2007 buildings		R Interest allocable to production expenditures	
D Low-income housing credit (other) from post-2007 buildings		S CCF nonqualified withdrawals	
E Qualified rehabilitation expenditures (rental real estate)		T Depletion information — oil and gas	
F Other rental real estate credits		U Amortization of reforestation costs	
G Other rental credits		V Unrelated business taxable income	
H Undistributed capital gains credit	Form 1040, line 71; check box a	W Precontribution gain (loss)	
I Biofuel producer credit	See the Partner's Instructions	X Section 108(i) information	
J Work opportunity credit		Y Net investment income	
K Disabled access credit		Z Other information	

EXHIBIT “E”

Department of the Treasury
Internal Revenue Service

For calendar year 2014, or tax
year beginning _____, 2014
ending _____, 20

Partner's Share of Income, Deductions, Credits, etc. ▶ See back of form and separate instructions.

► See back of form and separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number

B Partnership's name, address, city, state, and ZIP code

First 100 Holdings, LLC

C IRS Center where partnership filed return

Ogden, UT 84201-0011

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number Partner: 27

F Partner's name, address, city, state, and ZIP code

TCG/Farkas Funding, LLC

Class A

G ☐ General partner or LLC member-manager

☒ Limited partner or other LLC member

H ☒ Domestic partner

☐ Foreign partner

I1	What type of entity is this partner?	Partnership Limited
----	--------------------------------------	---------------------

12 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	3.000000%	3.000000%
Loss	3.000000%	3.000000%
Capital	49.364467%	51.364467%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	145,429
Recourse	\$	84

L Partner's capital account analysis:

Beginning capital account	\$	
Capital contributed during the year	\$	993,884
Current year increase (decrease)	\$	-38,523
Withdrawals & distributions	\$ (
Ending capital account	\$	955,361

☒ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?

☐ Yes ☒ No

If "Yes," attach statement (see instructions)

Final K-1

Amended K-1

651113

OMB No. 1545-0123

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) -73,074	16	Credits
2	Net rental real estate income (loss) 996		
3	Other net rental income (loss)	18	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss) 20,155		
9a	Net long-term capital gain (loss) 17,168	17 A	Alternative minimum tax (AMT) items 29
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C	3,768
		19	Distributions
12	Section 179 deduction		
13	Other deductions	20	Other information
14	Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only

For Paperwork Reduction Act Notice, see instructions for Form 1055.
HTA

IRS.gov/form1065

Schedule K-1 (Form 1065) 2014

FIRST100-027713

OPR 180359

This list identifies the codes used on Schedule K-1 for all partners and provides summarized reporting information for partners who file Form 1040. For detailed reporting and filing information, see the separate Partner's Instructions for Schedule K-1 and the Instructions for your income tax return.

		Code	Report on
1. Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:			
Passive loss	Report on	L Empowerment zone employment credit	See the Partner's Instructions
Passive income	See the Partner's Instructions	M Credit for increasing research activities	
Nonpassive loss	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes	
Nonpassive income	Schedule E, line 28, column (h)	O Backup withholding	
	Schedule E, line 28, column (j)	P Other credits	
2. Net rental real estate income (loss)	See the Partner's Instructions	16. Foreign transactions	
3. Other net rental income (loss)		A Name of country or U.S. possession	Form 1116, Part I
Net income	Schedule E, line 28, column (g)	B Gross income from all sources	
Net loss	See the Partner's Instructions	C Gross income sourced at partner level	
4. Guaranteed payments	Schedule E, line 28, column (j)	Foreign gross income sourced at partnership level	
5. Interest income	Form 1040, line 8a	D Passive category	Form 1116, Part I
6a. Ordinary dividends	Form 1040, line 9a	E General category	
6b. Qualified dividends	Form 1040, line 9b	F Other	
7. Royalties	Schedule E, line 4	Deductions allocated and apportioned at partner level	
8. Net short-term capital gain (loss)	Schedule D, line 5	G Interest expense	Form 1116, Part I
9a. Net long-term capital gain (loss)	Schedule D, line 12	H Other	Form 1116, Part I
9b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D instructions)	Deductions allocated and apportioned at partnership level to foreign source income	
9c. Unrecaptured section 1250 gain	See the Partner's Instructions	I Passive category	Form 1116, Part I
10. Net section 1231 gain (loss)	See the Partner's Instructions	J General category	
11. Other income (loss)		K Other	
Code		Other information	
A Other portfolio income (loss)	See the Partner's Instructions	L Total foreign taxes paid	Form 1116, Part II
B Involuntary conversions	See the Partner's Instructions	M Total foreign taxes accrued	Form 1116, Part II
C Sec. 1256 contracts & straddles	Form 5781, line 1	N Reduction in taxes available for credit	Form 1116, line 12
D Mining exploration costs recapture	See Pub. 535	O Foreign trading gross receipts	Form 8873
E Cancellation of debt	Form 1040, line 21 or Form 982	P Extraterritorial income exclusion	Form 8873
F Other income (loss)	See the Partner's Instructions	Q Other foreign transactions	See the Partner's Instructions
12. Section 179 deduction	See the Partner's Instructions	17. Alternative minimum tax (AMT) items	
13. Other deductions		A Post-1986 depreciation adjustment	See the Partner's Instructions and the Instructions for Form 6251
A Cash contributions (50%)	See the Partner's Instructions	B Adjusted gain or loss	
B Cash contributions (30%)		C Depletion (other than oil & gas)	
C Noncash contributions (50%)		D Oil, gas, & geothermal—gross income	
D Noncash contributions (30%)		E Oil, gas, & geothermal—deductions	
E Capital gain property to a 50% organization (30%)		F Other AMT items	
F Capital gain property (20%)		18. Tax-exempt income and nondeductible expenses	
G Contributions (100%)		A Tax-exempt interest income	Form 1040, line 8b
H Investment interest expense	Form 4952, line 1	B Other tax-exempt income	See the Partner's Instructions
I Deductions—royalty income	Schedule E, line 19	C Nondeductible expenses	See the Partner's Instructions
J Section 59(e)(2) expenditures	See the Partner's Instructions	19. Distributions	
K Deductions—portfolio (2% floor)	Schedule A, line 23	A Cash and marketable securities	See the Partner's Instructions
L Deductions—portfolio (other)	Schedule A, line 28	B Distribution subject to section 737	
M Amounts paid for medical insurance	Schedule A, line 1 or Form 1040, line 29	C Other property	
N Educational assistance benefits	See the Partner's Instructions	20. Other information	
O Dependent care benefits	Form 2441, line 12	A Investment income	Form 4952, line 4a
P Preproductive period expenses	See the Partner's Instructions	B Investment expenses	Form 4952, line 5
Q Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions	C Fuel tax credit information	Form 4136
R Pensions and IRAs	See the Partner's Instructions	D Qualified rehabilitation expenditures (other than rental real estate)	See the Partner's Instructions
S Reforestation expense deduction	See the Partner's Instructions	E Basis of energy property	See the Partner's Instructions
T Domestic production activities information	See Form 8903 instructions	F Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
U Qualified production activities income	Form 8903, line 7b	G Recapture of low-income housing credit (other)	Form 8611, line 8
V Employer's Form W-2 wages	Form 8903, line 17	H Recapture of investment credit	See Form 4255
W Other deductions	See the Partner's Instructions	I Recapture of other credits	See the Partner's Instructions
14. Self-employment earnings (loss)		J Look-back interest—completed long-term contracts	See Form 8897
Note. If you have a section 179 deduction or any partner-level deductions, see the the Partner's Instructions before completing Schedule SE.		K Look-back interest—income forecast method	See Form 8866
A Net earnings (loss) from self-employment	Schedule SE, Section A or B	L Dispositions of property with section 179 deductions	See the Partner's Instructions
B Gross farming or fishing income	See the Partner's Instructions	M Recapture of section 179 deduction	
C Gross non-farm income	See the Partner's Instructions	N Interest expense for corporate partners	
15. Credits		O Section 453(i)(3) information	
A Low-income housing credit (section 42(j)(5)) from pre-2006 buildings	See the Partner's Instructions	P Section 453A(c) information	
B Low-income housing credit (other) from pre-2006 buildings		Q Section 1260(b) information	
C Low-income housing credit (section 42(j)(5)) from post-2007 buildings		R Interest allocable to production expenditures	
D Low-income housing credit (other) from post-2007 buildings		S CCF nonqualified withdrawals	
E Qualified rehabilitation expenditures (rental real estate)		T Depletion information—oil and gas	
F Other rental real estate credits		U Reserved	
G Other rental credits		V Unrelated business taxable income	
H Undistributed capital gains credit	Form 1040, line 73; check box a	W Precontribution gain (loss)	
I Biofuel producer credit	See the Partner's Instructions	X Section 108(i) information	
J Work opportunity credit		Y Net investment income	
K Disabled access credit		Z Other information	

FIRST100-027714

TCG/Farkas Funding, LLC

K-1 Statement (Sch K-1, Form 1065)

Item L(c) - Partner's Current Year Increases (Decreases)

Schedule K-1 income (loss)	-34,755
Subtract:	
Nondeductible expenses	3,768
Partner's current year increases (decreases)	-38,523

Line 2 - Net Rental Real Estate Income (Loss)

Description	Property Type	Net Income (Loss)
Cabrillo Terrace	2	-29
Canyon Willows	2	-7
Meridian	2	-123
Misty Oak Park	2	253
Sahara Mountain HOA	2	19
Mountainside HOA	2	-9
Somerset	2	75
Southern Terrace	1	293
Southgate	2	98
Tuscano	2	230
Vierra	2	195
Total Net Rental Real Estate Income (Loss)	2	995

Line 17 - AMT Items

A Code A - Post-1986 depreciation adjustment	A	29
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Line 18 - Tax-Exempt Income and Nondeductible Expenses

C Code C - Nondeductible expenses	C	3,768
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FIRST100-027715

OPR18
SA0361

EXHIBIT “F”

First 100 Holdings, LLC
[REDACTED]

April 3, 2016

TCG/Farkas Funding, LLC
Class A
[REDACTED]

RE: First 100 Holdings, LLC
[REDACTED]

Enclosed is your current year Schedule K-1 (Form 1065) for the above-referenced account. The amounts shown are your distributive share of the partnership's income, deductions and credits incurred during the year and are to be reported on your income tax return. The amounts may differ from the distributions you actually received during the year. The difference may be due to a number of factors including the allocation of fees or other deductions, exclusion of tax-exempt income, or a variance between your taxable year and that of the partnership.

If applicable, state tax information has been attached to the K-1. Since income tax requirements vary from state to state, the presentation of the state tax information will be different for each state. The information provided is based on your state of residence from our records. If information for your state of residence is not listed, please contact us at the number below.

If you have any questions concerning this information, please call

Sincerely,

First 100 Holdings, LLC

Schedule K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

2015

For calendar year 2015, or tax
year beginning _____, 2015
ending _____, 20 _____

Partner's Share of Income, Deductions,
Credits, etc.

▶ See back of form and separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number

B Partnership's name, address, city, state, and ZIP code

First 100 Holdings, LLC.

C IRS Center where partnership filed return
e-file

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number Partner: 25

F Partner's name, address, city, state, and ZIP code

TCG/Farkas Funding, LLC
Class A

G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member

H ☒ Domestic partner ☐ Foreign partner

I What type of entity is this partner? Partnership Limited

J If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	3.000000%	3.000000%
Loss	3.000000%	3.000000%
Capital	51.364467%	42.945687%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	185,313
Recourse	\$	183,114

L Partner's capital account analysis:

Beginning capital account	\$	955,361
Capital contributed during the year	\$	
Current year increase (decrease)	\$	-221,524
Withdrawals & distributions	\$	()
Ending capital account	\$	733,837

☒ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?

☐ Yes ☒ No

If "Yes," attach statement (see instructions)

☐ Final K-1

☐ Amended K-1

OMB No. 1545-0123

Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits
	-120,837		
2	Net rental real estate income (loss)		
	393		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
	-6,106		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
	3,354	A	7
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
		C	3,163
11	Other income (loss)		
12	Section 179 deduction	19	Distributions
13	Other deductions		
		20	Other information
14	Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only

This list identifies the codes used on Schedule K-1 for all partners and provides summarized reporting information for partners who file Form 1040. For detailed reporting and filing information, see the separate Partner's Instructions for Schedule K-1 and the Instructions for your income tax return.

	Code	Report on
1. Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:		
Passive loss	L Empowerment zone employment credit	See the Partner's Instructions
Passive income	M Credit for increasing research activities	
Nonpassive loss	N Credit for employer social security and Medicare taxes	
Nonpassive income	O Backup withholding	
	P Other credits	
2. Net rental real estate income (loss)	16. Foreign transactions	
3. Other net rental income (loss)	A Name of country or U.S. possession	Form 1116, Part I
Net income	B Gross income from all sources	
Net loss	C Gross income sourced at partner level	
4. Guaranteed payments	Foreign gross income sourced at partnership level	
5. Interest income	D Passive category	Form 1116, Part I
6a. Ordinary dividends	E General category	
6b. Qualified dividends	F Other	
7. Royalties	Deductions allocated and apportioned at partner level	
8. Net short-term capital gain (loss)	G Interest expense	Form 1116, Part I
9a. Net long-term capital gain (loss)	H Other	Form 1116, Part I
9b. Collectibles (28%) gain (loss)	Deductions allocated and apportioned at partnership level to foreign source income	
9c. Unrecaptured section 1250 gain	I Passive category	Form 1116, Part I
10. Net section 1231 gain (loss)	J General category	
11. Other income (loss)	K Other	
Code	Other information	
A Other portfolio income (loss)	L Total foreign taxes paid	Form 1116, Part II
B Involuntary conversions	M Total foreign taxes accrued	Form 1116, Part II
C Sec. 1256 contracts & straddles	N Reduction in taxes available for credit	Form 1116, line 12
D Mining exploration costs recapture	O Foreign trading gross receipts	Form 8873
E Cancellation of debt	P Extraterritorial income exclusion	Form 8873
F Other income (loss)	Q Other foreign transactions	See the Partner's Instructions
12. Section 179 deduction	17. Alternative minimum tax (AMT) items	
13. Other deductions	A Post-1986 depreciation adjustment	See the Partner's Instructions and the Instructions for Form 6251
A Cash contributions (50%)	B Adjusted gain or loss	
B Cash contributions (30%)	C Depletion (other than oil & gas)	
C Noncash contributions (50%)	D Oil, gas, & geothermal—gross income	
D Noncash contributions (30%)	E Oil, gas, & geothermal—deductions	
E Capital gain property to a 50% organization (30%)	F Other AMT items	
F Capital gain property (20%)	18. Tax-exempt income and nondeductible expenses	
G Contributions (100%)	A Tax-exempt interest income	Form 1040, line 8b
H Investment interest expense	B Other tax-exempt income	See the Partner's Instructions
I Deductions—royalty income	C Nondeductible expenses	See the Partner's Instructions
J Section 59(e)(2) expenditures	19. Distributions	
K Deductions—portfolio (2% floor)	A Cash and marketable securities	See the Partner's Instructions
L Deductions—portfolio (other)	B Distribution subject to section 737	
M Amounts paid for medical insurance	C Other property	
N Educational assistance benefits	20. Other information	
O Dependent care benefits	A Investment income	Form 4952, line 4a
P Preproductive period expenses	B Investment expenses	Form 4952, line 5
Q Commercial revitalization deduction from rental real estate activities	C Fuel tax credit information	Form 4136
R Pensions and IRAs	D Qualified rehabilitation expenditures (other than rental real estate)	See the Partner's Instructions
S Reforestation expense deduction	E Basis of energy property	See the Partner's Instructions
T Domestic production activities information	F Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
U Qualified production activities income	G Recapture of low-income housing credit (other)	Form 8611, line 8
V Employer's Form W-2 wages	H Recapture of investment credit	See Form 4255
W Other deductions	I Recapture of other credits	See the Partner's Instructions
14. Self-employment earnings (loss)	J Look-back interest—completed long-term contracts	See Form 8697
Note: If you have a section 179 deduction or any partner-level deductions, see the the Partner's Instructions before completing Schedule SE.	K Look-back interest—income forecast method	See Form 8866
A Net earnings (loss) from self-employment	L Dispositions of property with section 179 deductions	See the Partner's Instructions
B Gross farming or fishing income	M Recapture of section 179 deduction	
C Gross non-farm income	N Interest expense for corporate partners	
15. Credits	O Section 453(l)(3) information	
A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	P Section 453A(c) information	
B Low-income housing credit (other) from pre-2008 buildings	Q Section 1260(b) information	
C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	R Interest allocable to production expenditures	
D Low-income housing credit (other) from post-2007 buildings	S CCF nonqualified withdrawals	
E Qualified rehabilitation expenditures (rental real estate)	T Depletion information—oil and gas	
F Other rental real estate credits	U Reserved	
G Other rental credits	V Unrelated business taxable income	
H Undistributed capital gains credit	W Precontribution gain (loss)	
I Biofuel producer credit	X Section 108(i) information	
J Work opportunity credit	Y Net investment income	
K Disabled access credit	Z Other information	

K-1 Statement (Sch K-1, Form 1065)

1/1/2015	12/31/2015	365	x	3.000000%	/	365	=	3.000000%
1/1/2015	12/31/2015	365	x	3.000000%	/	365	=	3.000000%
1/1/2015	12/31/2015	365	x	42.945687%	/	365	=	42.945687%

Item L(c) - Partner's Current Year Increases (Decreases)

Schedule K-1 income (loss)	-123,196
Add:	
Tax-exempt income	1,750
Subtract:	
Nondeductible expenses	100,078
Partner's current year increases (decreases)	-221,524

Line 2 - Net Rental Real Estate Income (Loss)

Description	Property Type	Net Income (Loss)
Cabrillo Terrace	2	145
Meridian	2	85
Misty Oak Park	2	50
Southern Terrace	1	63
Southgate	2	19
Vierra	2	31
Total Net Rental Real Estate Income (Loss)	2	393

Line 17 - AMT Items

A Code A - Post-1986 depreciation adjustment	A	7
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Line 18 - Tax-Exempt Income and Nondeductible Expenses

C Code C - Nondeductible expenses	C	3,163
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Line 20 - Other Information

Z Code Z - Other information		
Adjustment to close out members' equity (deficit) account. Contact your tax professional.		0

EXHIBIT “G”



Matthew Scott Farkas's Nevada Voter Registration

Las Vegas, Nevada

Matthew Scott Farkas (age 58) is listed at [REDACTED] and is affiliated with the Democratic Party. Matthew is registered to vote in Clark County, Nevada.

[f Share](#)

Overview of Matthew Scott Farkas

Lives in: Las Vegas, Nevada

Age: 58

Phone: [View phone number](#)

Matthew Farkas's Voter Registration

Party Affiliation: Democratic Party

Registered to Vote In: Clark County, Nevada

Registration Date: 06/06/2018

Voter Status: Active

Precinct: 6610

Congressional District: 3

House District: 35

Senate District: 9

School Board District: 3

Exhibit 5

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, arbitral 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. § 1.704-1(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. § 1.704-1(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, arbitral, 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; SUPERSEDEDURE. 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.

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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:

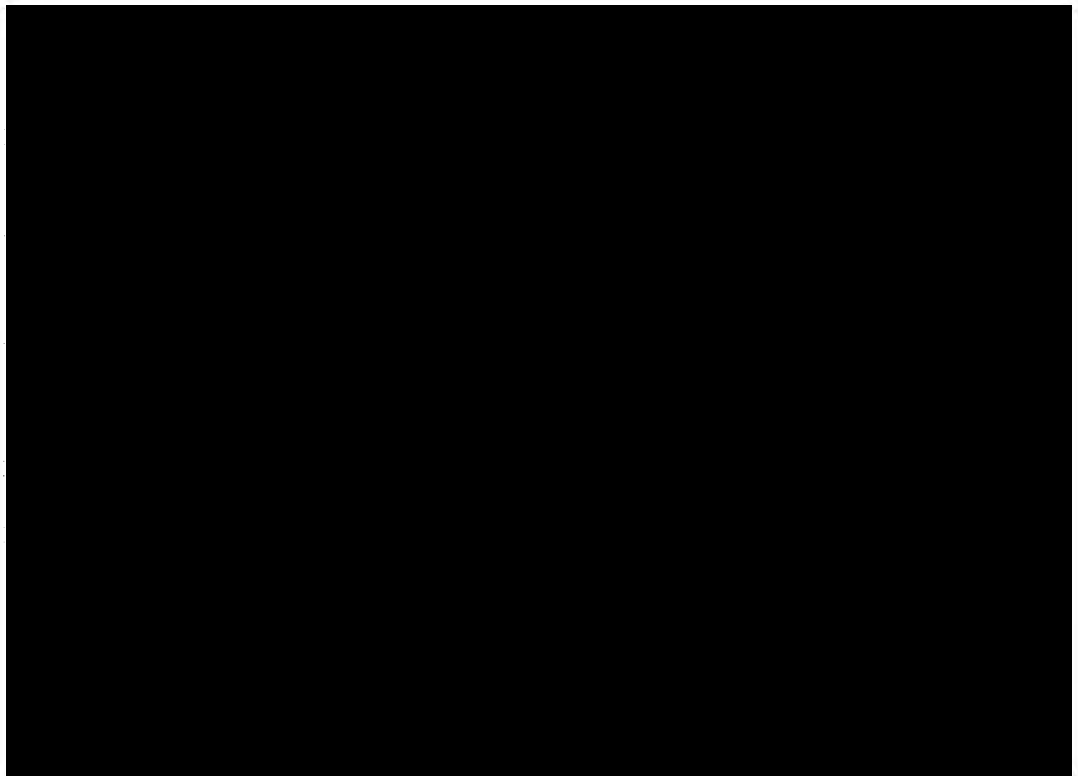
MEMBER: SJC VENTURES HOLDING COMPANY LLC, a Delaware limited liability company

By: 
Jay Bloom, Manager

MEMBER:

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Schedule A: List of Members

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