IN THE SUPREME COURT OF THE STATE OF NEVADA

GILBERT P. HYATT,

Appellants,

V.

FRANCHISE TAX BOARD OF THE STATE OF CALIFORNIA,

Respondents.

Docket No. 84707

Electronically Filed
Oct 10 2022 10:51 p.m.
APPENDIX OF EXHLUSTED AOBROWN
APPELLANT'S OF ENTRINGEBRUTE Court
VOLUME 6 OF 42

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Attorneys for Appellant Gilbert P. Hyatt

Chronological Index

Doc No.	Description	Date	Vo1.	Bates Range	
1	Order of Remand	8/5/2019	1	AA000001	AA000002
2	Notice of Hearing	8/13/2019	1	AA000003	AA000004
3	Court Minutes re: case remanded, dated September 3, 2019	9/3/2019	1	AA000005	AA000005
4	Recorder's Transcript of Pending Motions	9/25/2019	1	AA000006	AA000019
5	FTB's Briefing re the Requirement of Entry of Judgment in FTB's Favor and Determination that FTB is Prevailing Party	10/15/2019	1	AA000020	AA000040
6	Appendix of Exhibits in Support of FTB's Briefing re the Requirement of Entry of Judgment in FTB's Favor and Determination that FTB is Prevailing Party — Volume 1	10/15/2019	1, 2	AA000041	AA000282
7	Appendix of Exhibits in Support of FTB's Briefing re the Requirement of Entry of Judgment in FTB's Favor and Determination that FTB is Prevailing Party — Volume 2	10/15/2019	2,3	AA000283	AA000535
8	Appendix of Exhibits in Support of FTB's Briefing re the Requirement of Entry of Judgment in FTB's Favor and Determination that FTB is Prevailing Party — Volume 3	10/15/2019	3,4	AA000536	AA000707

9	Plaintiff Gilbert P. Hyatt's Brief in Support of Proposed Form of Judgment That Finds No Prevailing Party in the Litigation and No Award of Attorneys' Fees or Costs, filed October 15, 2019	10/15/2019	4-7	AA000708	AA001592
10	Exhibits 14-34 to Plaintiff Gilbert P. Hyatt's Brief in Support of Proposed Form of Judgment That Finds No Prevailing Party in the Litigation and No Award of Attorneys' Fees or Costs to Either Party, filed October 15, 2019	10/15/2019	7-11	AA001593	AA002438
11	Exhibits 35-66 to Plaintiff Gilbert P. Hyatt's Brief in Support of Proposed Form of Judgment That Finds No Prevailing Party in the Litigation and No Award of Attorneys' Fees or Costs to Either Party, filed October 15, 2019	10/15/2019	11-15	AA002439	AA003430
12	Exhibits 67-82 to Plaintiff Gilbert P. Hyatt's Brief in Support of Proposed Form of Judgment That Finds No Prevailing Party in the Litigation and No Award of Attorneys' Fees or Costs to Either Party, filed October 15, 2019	10/15/2019	15-19	AA003431	AA004403

13	Exhibits 83-94 to Plaintiff Gilbert P. Hyatt's Brief in Support of Proposed Form of Judgment That Finds No Prevailing Party in the Litigation and No Award of Attorneys' Fees or Costs to Either Party, filed October 15, 2019	10/15/2019	19-21	AA004404	AA004733
14	Correspondence re: 1991 state income tax balance, dated December 23, 2019	12/23/2019	21	AA004734	AA004738
15	Judgment	2/21/2020	21	AA004739	AA004748
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17	FTB's Verified Memorandum of Costs	2/26/2020	21	AA004761	AA004772
18	Appendix to FTB's Verified Memorandum of Costs — Volume 1	2/26/2020	21, 22	AA004773	AA004977
19	Appendix to FTB's Verified Memorandum of Costs — Volume 2	2/26/2020	22, 23	AA004978	AA005234
20	Appendix to FTB's Verified Memorandum of Costs — Volume 3	2/26/2020	23, 24	AA005235	AA005596
21	Appendix to FTB's Verified Memorandum of Costs — Volume 4	2/26/2020	24, 25	AA005597	AA005802
22	Appendix to FTB's Verified Memorandum of Costs — Volume 5	2/26/2020	25, 26	AA005803	AA006001
23	Appendix to FTB's Verified Memorandum of Costs — Volume 6	2/26/2020	26, 27	AA006002	AA006250

24	Appendix to FTB's Verified Memorandum of Costs — Volume 7	2/26/2020	27, 28	AA006251	AA006500
25	Appendix to FTB's Verified Memorandum of Costs — Volume 8	2/26/2020	28, 29	AA006501	AA006750
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30	Appendix to FTB's Verified Memorandum of Costs — Volume 13	2/26/2020	34, 35	AA007778	AA008032
31	Appendix to FTB's Verified Memorandum of Costs — Volume 14	2/26/2020	35, 36	AA008033	AA008312
32	Appendix to FTB's Verified Memorandum of Costs — Volume 15	2/26/2020	36	AA008313	AA008399
33	Appendix to FTB's Verified Memorandum of Costs — Volume 16	2/26/2020	36, 37	AA008400	AA008591
34	Appendix to FTB's Verified Memorandum of Costs — Volume 17	2/26/2020	37	AA008592	AA008694

35	Plaintiff Gilbert P. Hyatt's Motion to Strike, Motion to Retax, and Alternatively, Motion for Extension of Time to Provide Additional Basis to Retax Costs	3/2/2020	37, 38	AA008695	AA008705
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42	Reply in Support of Plaintiff Gilbert P. P Hyatt's Motion to Strike, Motion to Retax and, Alternatively, Motion for Extension of Time to Provide Additional Basis to Retax Costs	4/1/2020	39	AA008975	AA008980
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44	FTB's Reply in Support of Motion for Attorney's Fees	4/14/2020	39	AA008983	AA009012

45	Court Minutes re: motion for attorney fees and costs	4/23/2020	39	AA009013	AA009014
46	Recorder's Transcript of Pending Motions	4/27/2020	39	AA009015	AA009053
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49	FTB's Supplemental Notice of Appeal	7/2/2020	39	AA009065	AA009074
50	Order Affirming in Part, Reversing in Part and Remanding	4/23/2021	39	AA009075	AA009083
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52	Hyatt Supplemental Memo in Support of Motion to Retax Costs and Supplemental Appendix	9/29/2021	39, 40	AA009086	AA009283
53	Appendix Of Exhibits In Support Of FTBs Supplemental Brief Vol. 1	12/2/2021	40, 41	AA009284	AA009486
54	Appendix Of Exhibits In Support Of FTBs Supplemental Brief Vol. 2	12/2/2021	41, 42	AA009487	AA009689
55	FTB's Supplemental Brief re Hyatt's Motion to Retax Costs	12/3/2021	42	AA009690	AA009710

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57	Order Denying Mtn to Strike Mtn to Retax Mtn for Ext of Time	4/6/2022	42	AA009713	AA009720
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CERTIFICATE OF SERVICE

I certify that I am an employee of HUTCHISON & STEFFEN, PLLC and that on this date the **APPENDIX OF EXHIBITS TO APPELLANT'S OPENING BRIEF VOLUME 6 OF 42** was filed electronically with the Clerk of the Nevada Supreme Court, and therefore electronic service was made in accordance with the master service list.

DATED this 10th day of October, 2022.

/s/ Kaylee Conradi

An employee of Hutchison & Steffen, PLLC

P.O. Box 81230 Las Vegas, NV 89180 PHONE: (702) 871-9899 FAX: (702) 871-9397

March 7, 1995

The Bank of New York P.O. Box 1219 Newark, NJ 07101-1219

Account No. 5417-4000-4552-7056

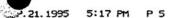
Dear Sirs:

I am the account holder in the above referenced account. I would appreciate a copy of the account statements for 1991 and 1992. An annual account statement for 1991 and for 1992 will suffice.

Thank you.

Best Regards,

0000115



P.O. Box 81230 Las Vegas, NV 89180 PHONE: (702) 871-9899 FAX: (702) 871-9397

March 7, 1995

California Federal Bank 398 South Decatur Boulevard Las Vegas, NV 89107

Account Nos. 177-0016768-7 177-0514457-7 179-0512056-2 004-0513797-3 004-0513798-2 004-0513065-8 082-0522494-6 004-0513799-1

Dear Sirs:

I am the account holder in the above referenced accounts. I would appreciate a copy of the account statements for 1991 and 1992. An annual account statement for 1991 and for 1992 will suffice.

Thank you.

Best Regards,

Glibert P. hyac

0000116

FROM :

P.O. Box 81230 Las Vegas, NV 89180 PHONE: (702) 871-9899 FAX: (702) 871-9397

March 7, 1995

California Pederal Bank 5700 Wilshire Boulevard Los Angeles, CA 90036

Account Nos. 010-0500874-3 004-0513065-8 004-0513796-4 004-0513797-3 004-0513799-1 004-0513800-7 004-0513837-4 082-0522494-6

Dear Sirs:

I am the account holder in the above referenced accounts. I would appreciate a copy of the account statements for 1991 and 1992. An annual account statement for 1991 and for 1992 will suffice.

Thank you.

Best Regards,

Gilbert P. Hy

0000117

FROM: TEL: 0

P.O. Box 81230 Las Vegas, NV 89180 PHONE: (702) 871-9899 FAX: (702) 871-9397

March 7, 1995

Bank of America P.O. Box 98600 Las Vegas, NV 89193-8600

Account No. 210173019

Dear Sirs:

I am the account holder in the above referenced account. I would appreciate a copy of the account statements for 1991 and 1992. An annual account statement for 1991 and for 1992 will suffice.

Thank you.

Best Regards,

0000118

CONFIDENTIAL H 01972

AA001179

FROM :

TEL: 0

É. 21. 1995 5:19 PM P8

P.O. Box 81230 Las Vegas, NV 89180 PHONE: (702) 871-9899 FAX: (702) 871-9397

March 7, 1995

Irvine City Bank 2400 Michelson Drive Irvine, CA 92715

Account No. 111-05172-8

Dear Sirs:

I am the account holder in the above referenced accounts. I would appreciate a copy of the account statements for 1991 and 1992. An annual account statement for 1991 and for 1992 will suffice.

Thank you.

Best Regards,

0000119

: FROM :

P.O. Box 81230 Las Vegas, NV 89180 PHONE: (702) 871-9899 FAX: (702) 871-9397

March 7, 1995

First Fidelity Thrift and Loan 2 City Boulevard East Orange, CA

Account No. 016000296-3

Dear Sirs:

I am the account holder in the above referenced account. I would appreciate a copy of the account statements for 1991 and 1992. An annual account statement for 1991 and for 1992 will suffice.

Thank you.

Best Regards,

0000120

Offers on Las Vegas Homes

0000121

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FB: 67617A
S: INGRND-PRIVATE
$214,900
FB: 67620
  163
                        HAPPY LANE
PRICE/SF: $93.59
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              **WITHDRAWN**
                                          X **EXPIRED**
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 "A(S)
           :5-2
  :3,300-4,500
LP: $300,000-$450,000
SP: $300,000-$450,000
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MATCHING PROPERTIES

AVAILABLE

ML#	ADDRES	s	AREA	LIST PRICE	
38957 PRICE/SF: \$106.4 B: 4 BEDROOMS	3265 S 84	TENAYA WAY SQFT: 4,2 D: 3 CAR GA	5-2 207 IRAGE	\$449,500* FB: 4545G S: NO POOL OR	SPA
44331 PRICE/SF: \$106.3 8: 4 BEDROOMS	7:225 7 5	LATOUR COU SQFT: 4,2 D: 3 CAR GA	5-2 :06 RAGE	\$449,000 FB: 4544H S: NO POOL OR	esu ř
49219 PRICE/SF: \$105.0 B: 5+ BEDROOMS	7195 W 05	TARA SQFT: 4,2 D: 3 CAR GA	5-2 36 RAGE	\$445,000 FB: 4543H S: NO POOL OR 9	SPA C
37994 2 PRICE/SF: \$119.4 ' 3 BEDROOMS	2965 S . 16	JONES SQFT: 3,7 D: NO GARAGI	5-2 24 E	\$444,900 FB: 4542K S: INGRND-PRIVA	NTE
48249 2 PRICE/SF: \$112.0 B: 5+ BEDROOMS	877 S I	BUFFALO DR SQFT: 3,91 D: 3 CAR GAR	5-2 28 RAGE	\$440,000 F8: 4543F S: INGRND-PRIVA	CONFIDENTIAL HOLE 78
36745 2 PRICE/SF: \$116.0	121 S C	CIMAREON	5-2	\$429.500	T CON

9/DE/91 8:06 AM

ENTER FUNCTION CODE T: 53929, 46089, 50190 C.MA

3929 LASV	3134 S TOR	REY PINES	5-2 \$299,90	SALE A C :
LG: 104/SECTION	11	ZP:89102		RE3:
FB:4545J	SN: 3999	PN: 310-630-049	SC: GRAY/GR	AY/CASH/BONZ
LS: 110X290	AA:.730	FR: 15X44 👔	28:11X12	BU: CUSTOM
SF:4,530	PS:	DR: 16X11	3B:14X10	MD:
YR:1978	LR: 19X13	MB: 19X13	48:13X12	MP:
LP:\$299,900	1M: \$150,000	2M: \$50,000	3M: \$.00	TX: \$1,853
DP:\$299,900	18:\$1,600	2P: \$500	3P:\$.00	HO:
CA: \$299,900	11:8.500%	21:10%	31:%	RE:
ED: \$5,000	1F:\$.00	2F:\$.00	3F:\$.00	AS:
AN: SHAW	LA: 151	PH: 386-6122	HP:876-1246	CS:3.0%
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BB:3.0%	BN: N	10 1/	1/14/11	
		1010	07/1/	

INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED WEST ON SAHARA LEFT ON TORREY PINES LARGE 5 BEDROOM HOME - EXCLUSIVE AREA SINGLE FARENT NEEDS TO SELL FAST WILL EXCHANGE FOR WHAT HAVE YOU EXTREMELY NEGOITABLE MAKE OFFER

SINGLE-STORY CUSTOM HOME MBR W/IN CLOSET 4 OR MORE BATHS MBR-TUB/SHWR SP 2 CAR GARAGE AUTO DOOR OFENR FRONT-LIV RM ENTRY FOYER BRKFST BAR/CNTR CERAM TL CNT-KT RANGE/OVEN GAS B/I MICROWAVE DISHWASHER BAGE DISPOSE TRASH COMPACTOR FORMAL DIN ROOM 2+ FAMILY ROOM F/P LIV/GREA! . . FAMILY ROOM WOODBURNING F/P 2 OR MORE F/P W/W CARPET T/O REFRIG COOLING GAS HEAT COVERED PATIO BALCONY COMP SHINGLE BLOCK FENCE NO POOL OR SPA FRONT LAWN AUTO SPRINKLERS PUBLIC WATER FACES WEST TY-VA TM-EXCHANGE KEY SAFE-CALL

5+ BEDROOMS FENCE FRNT-LOW FENCE REAR REAR LAWN

SEPTIC TY-NOT ASSUMABL TERMS-VA OWNER OCCUPIED POWER-ON

DWNSTR BORM&BTH MBR DRESSING ... CNTRY/EATING AR PANTRY AREA CONCRETE FLOOR WNDO COVER T/O RV/BOAT PARKING FRAME & STUCCO BRICK FRONT

ZONE-SINGL FAM POSS-COE

GAR ENTRY-HOUSE WOOD FLR-2ND A LAUNDRY ROOM FENCE SIDES SPRINKLERS-FRNT SPRINKLERS-REA TERMS-CONV

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PURCHASE AGREEMENT AND EARNEST MONEY RECEIPT

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14 TIME, B is understood that time is of the to extend for a period not to exceed that?	essence of Prit agreement, but at the request core (31) days the excrow closing date and/ex.	of any one of the parties hereto.	The Prudential Hallmark Realty sha	be authorized	
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We properly or its uses or values made to	hing this offer he is not relying upon any pricity effor the Sees or any real estate agent :	or negotiations, agreements, even uniess sel forth specifically herein	grands, representations, or stateme	uniese included unis concerning	
I PRINCING AGREEMENT. This proposed	in prevail in any legal action consessoned to e	reforce lifes agreement, he shall be	indified to all coats incurred in such a	dionsincluding	
19 MUITHRELISTING SERVICE RELEASE	. The undersigned parties agree and are awa	e heirs, executor, essigns and/or are hel the lerms of this sale may b	ruccessors in interest. refeased to the Las Vegas Multiple	Usling Service.	
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GILBERT P. HYATT

P. D. BOX 60028

LIS VEGAS, MY 89160

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STANDARD PURCHASE AGREEMENT AND EARNEST MONEY RECEIPT

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Tribed as 10 PHEASANT RIDGE, LEGAL: 23/1 QUAIL SUPPLIT. SUBJECT TO BUYER OBTAINING A HORTGAGE IN THE AMOUNT OF \$160,800.00 FROM FIRST CALIBRATICS.	s
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BUYER TO APPROVE CORR'S AND CONDOMINIUM ASSOCIATION WITHIN FIVE (5) DAYS OF THEIR	
SELLER TO WARRANT ALL ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND POOL	RECEIPT.
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BUYER AND SELLER TO SPLIT POINTS.	
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SELLER TO PAY ALL REPAIRS	<u></u> -
above purchase price includes the following personal property free of encombrance.	
Television	
Title conveyed is to be subject to encumbrances, extendents, rights of way, restrictions, conditions and covenants of record, SELLER agrees to de his expense, good and marketable title as evidenced by a policy of title insurance to the MINTER. The MINTER of	eliver at
porchase and his samest shall be selement this	
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The foregoing constitutes the entire agreement betwire the parties and no verbal statements made by not party are a party are	3.0.0 L
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GILBERT P. HYATT
P. O. BOX 60028
LAS VEGAS, NV 89160

PAY TO THE Acrada Title \$7,500.00

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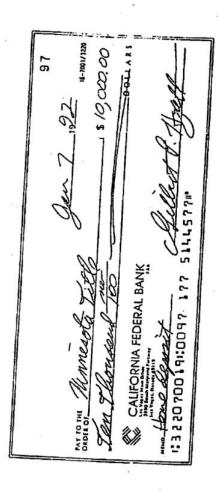
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GILBERT P. HYATT
P. O. BOX 50028
LAS VEGAS, NV 89150

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AND KARNEST MONEY RECEIPT

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the receipt of which is hereby sebnowledged by WALT SHOEKAKER, RE/MAX VIP. REALTORS	•
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Seller's Name(s):		MANAGMENT
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(PIRATIO	N: This Counter Offer shall	expire within 48 hou	irs from the da	te and time of its exec	cution
shown be	Plow.		•		(*)
te:		Seller :	:		
ne:		Seller:			_
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				rk Realty	CONFIDENTIA
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	irk Realty	

Hesidonial Division 3320 W. Sehara Ave , \$150 Las Veges, NV 89102 (702) 251-1000 - Fax (702) 251-9064

	to retain from and supress number of Traffickening Real Space At come, the
8 R E	COUNTER OFFER
Property Address:	7510 PALMULA
Property Address:	Gusts P. Hups
Buyer's Name(s):) . Marie =
Seller's Name(s):	ZILLAI: CONSTERS ILLIGHT, 1/8/AZ
The Onginal Offer lendered on hereby modified as follows:	on the above described property is not accepted in its present form and
LURCHASE DRIE	ce to be \$234,000; ALL CASH
Cox of es	scrow to be owher before for 16 1992
· CERTIFICATIONS	TOSPETTIONS AND APPENDEN THEREOF
	pro- By for 7, 1992
	The state of the s
	
	
	9
THER TERMS: All other term	ns to remain the same as the Original Offer and Acceptance referenced
	a_a_
end seller's acceptance of all th	PFERS: Seller reserves the right to accept any other offer prior to buyer: he terms and conditions of the Original Offer, and Counter Offers, if any natures on those documents and further by the delivery of those signed
ocuments to both the buyer as	and seller or their respective agents.
EXPIRATION: This Counter Office shown below.	fer shall expire within 48 hours from the date and time 🖖 :s execution
Dale:	Seller:
īme:	Seller:
ate: 1/16/92	Buyer: VELGA Ry GIBAG: GLASTE - HYELL
ime: N'an Am	
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21	Hallmark Realty CON

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EXHIBIT 13

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locard of which is hereby actinous	pod in the form of [] Cash. [] Persons Cr		
	C Broner's Trust Account & Es	com design	
UPON THE ACCEPTANCE OF THIS O	FFER and to be applied to the purchase price	ON EN PORTY SHOTON ME LOT	3/PT NIMSWA SE. 10.
Jate-1 2 210/ 730/0	FZ		
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Any rends pro to or acar me close	of vectors, by anner Buyer or Sales, shad to	y social de agreement.	
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t	Topic more and a contract to a	THE REAL PROPERTY CONTRACT ME	TOURISH SCHOOLS MANY STEED COLUMNS
	he undersigned parties hereby actinowadge	and by a policy of the insurance lumbshe true me real estate Brokers on not represe	The bush of the scott of the state of the st
A. CISCOUNT POINTS, E the Buyer to to	iid the Broken narmiess for any pelicency s solain new FHA or VA financing, Seder shas a	The policy. By the necessary Cappure points effective	od by Trougher Time on the disease of the second of the se
, not to media points. He	wever, the Seller, at his option, awy pay more	Pan The Mashinso points stated herein.	In the event new Conventional Snancing to a
	for loan discourt points will be paid as lonow		
I. LCANAPILCATION. I BUYOTH IC COL	in new Brancing, or it required by lander, buyer		
And the sense may seek any everage	ce of this offer and furnish at necessary docur	mention for securing said loan. Otherwis	io, the Buyer was be in default of this contract."
10. APPLAISAL CONDITIONS. I The Buyer	oe of this offer and furnish all necessary docur remedy provided herest or by law. I to to botam new financing, the Salter agrees the Suyer of his option may pay the required of	to others the eportprise apprecial by an o	prount not tess than the sales price. Should :
The Sales and access to salest any	and an une obsessing by are understad on	Samos in Casa, or the Sense, at his option,	7 . /
the offer shall be deemed revoked and	the above Earnest Money that to refer the	C AMPA VEC.	16 191
12. SELLER'S DEFAULT AND RISK OF LOS pro-noed or if the improvements on sax	S. The Buyer, at his option, may terminate the	offer to purchase and domain all montes	resurred I the Seter talk to detver as herein
13. BUYERS DEFAULT AND RISK OF LOS	Accepts this offer to purchase by the above Earnest Money shall be returned to the Stove Earnest Money shall be returned to the Stove Earnest Money and the returned property are mutationally described or many property are mutationally described or to the distribution of the and secret level on the distribution of the size of the complete the to the retained for Liquidastion Darkages and as-	stow oracided property. AND SUFE	INT TO THE ABOUT
scores, may, if the option of the Selle	r, be relained for Liquisation Demages and as	conscious for the execution of this agree	rement, and all rights of the Buyer hersunder
I FIME I to understood that time is of the	essence of this agreement, but at the request y-one (31) Eays the escrow closing date and/o	of digree of the parties floreto. The Pri	storetel Hallmark Ready shad be supported
stoomin secures in gloss said secu	j-Ohe (31) Eays the recrow closing date and/o Mr.	a borressou care for the brabone of com-	pleaning any documentation or obtaining any
is compensation for its services renden	ver, wer to modily in any way any ngist or company ad to the transaction, without limit covaring to	e of The Pruderike Hebmark Realty or any	other real exists agents, including the right
IN WERBAL AGREEMENTS. The aforecast in extremely the burner operators that in our	constitutes ine whole agreement between the	person and no verbel statements made by	any party are a part horself unless included
The property of the uses or values made	wer to moderly in any way any ngist of compation for to the Variable Compation first obtaining to constitute the Warback for septement between the MAD gittle offer the te not mying upon any proby either the Select or any real estate aport us all prevails in any lend action companies.	Piece set lorin specifically herein.	representations, or expensered concerning
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9 WULTIPLEUSTING SERVICE RELEASE	i shall be binding upon all parties, respective The undersigned parties agree and the e-war reto request or provide a Protection Ran or in	hern, u router, assigns and/or successes to that the terms of this sale may be release	ors in interval, ed to the Las Yecas Multiple Listers Seneral
TO HOME WARRANTY, Should any party he or the coverage of sale plant.	reto request or provide a Protection Plan or Ho	one warranty Pan, the Broker's herein oo	not represent the extent, cureoon or quelty
AGENCY DISCLOSURE THE PROPERTY	Helinaria Resity is acting in this transaction a Gospi Buyer and Seess	s the agent of the:	3.00
			I be by separate written agreement.
	ions may be conducted using a becamile trac	rune and will be considered binding on t	I'm parties.
			, 6,e,
WHEN PROPERLY COM-	The underegred Buyer, house traces to a few terms and constitute buyer purget and ac-	depresional potentia and the experiences are a construction and the experiences are a compared to the approximate the contract of the contract	to the Agent named beauty and property on
PLETED THIS IS A BINDING CONTRACT. IF NOT FULLY	201-1-10 1	. /	
UNDERSTOOD, SEEK COMPE-		777	
TENT LEGAL AID AND/OR	KCHIBETP. H.	1211	12/12 1991
	BUYER	-211	DATE . 197
COUNSEL BEFORE SIGNING.			DATE AM 19 7
COUNSEL BEFORE SIGNING.	BUYER		
The Prudential		the southern and agrees to each the adoption of the fig.	10 :55 (PM) TIME

SELLER

AND EVILLE INVESTIGATION	
Received from MR. CILDERT P. HYATT	UUYE
THE SUM OF TEN THOUSAND DOLLARS AND DOLLAR	
in the form of rach O. remand theek D. other (applain) YAYABLE TO MINNESOTA TITLE (JOSONO Frank)	
the receipt of which is hereby achominodesed by WALT SHOEMAKER, RE/MAX VIP REALTORS	
M Esmeit Money on THE TOTAL PRICE OF _ORE HUNDINED FIFTY THOUSAND BOLLARS AND 00/100	
1 150,000.00 DOLLARS for the purchase of property lected in the Cay of 1AS YEGAS County of CLARK	Horad
described to 10 L'HEASANT BLINGE, 1.EGAL: 23/1 QUAIT. SUPPLET	
1. AUYER TO MAY ONE HUNDRED FIFTY THOUSAND, (\$150.000.00) INCLUDING AROVE EARNEST	
HONET HEPOSIT AT CLOSE OF ESCROW.	
2 MAYER TO ANTHONE CCLR'S & CONDOMINIUM ASSOCIATION MITHUM FIVE (5) DAYS OF THEIR RECEIPT.	
SELES TO MARGANT ALL ELECTRICAL, PLUMEING, HEATING AND AIR CONDITIONING AND FOOL	
4 MEATER TO BE IN GOOD WORKING CONDITION AS EVIDENCED BY A MAIR-THROUGH INSPECTIO	٠ .
AT THE CLOSE OF ESCROW. 4. BUYER AND SELLER TO PAY THEIR OWN HORNAL CLOSING COSTS AS CUSTOMARY IN THE	-
STATE OF HEYADA.	
5. BUTER TO PAY FOR AND OBTAIN HOME AND STRUCTURAL INSPECTIONS.	
6. SELLER TO PAY ALL REPAIRS	
7. Buyer's name and identification is to be kept confidential	0,1
	-
1. Tile seweged is in he subject to encumbrances, cancements, rights of way, restriction, conclaims and coverants of recard. SELLER a prece to de his expanse, your and nearly said title as evidenced by a policy of till instruct to the EUTER. The BUTER at his option may terminate this purchase and his expanse money shall be returned. If the SELLER fails to defer an herin provided, or, if the improvements on said proper vobstantially distincted from materially daminged private to reside of tille then this appropriate towards the certain that the SELLER shall have no further except that the SELLER —The ability active to pay all expresses incurred in consection with the examination of tills to the above described in in the event the SULTER of the purchase on the said and the SELLER TO TILE AROVE APPROVALS AND TILL retained as consideration for the execution of this accommendance in provided the said that the sput of the secution of this accommendance in the SELLER.	oller w
retained as consideration for the execution of this agreement. 1. Fromkens on insurance policies (acceptable to the DUYEIQ, property bases, sower as few rents and interest shall be provided in exercise and the UYEIQ.	
20 day month to	A319 01 A
4. Social assessments, if any, that are not definquent, shall be assumed by the layer	
5. Case of extrem (COE) shall be on or before <u>MAR 31</u> 19 92 and date of possession shall be <u>CLOSE OF ESCHON</u> 6. Vide shall be rested in <u>TO BE DETERNINED BY BUYER BEFORE C.O.E.</u>	
7. Unless the SELLEITS accordance of this offer to purchase is commonwheated to the undersigned DUVER by 4:30 PM MAR 17 19 92 this offer shall be deamed revoked and the above cornect money shall be returned to the DUYEK herein on d. E. The undersigned ACENT(1) shall not be held accordant to the best cornect money shall be returned to the DUYEK herein on d.	A.M.
with a terms of this purchase agreement. DUYER and SELLER shall have no power to charge any of the terms or conditions of this agreement terms agreement in connection horswith without first obtaining the written connect of the ACENTAL horse.	y or all ar any
a. The foregoing constitutes the entire agreement between the parties and no verbal statements made by any party are a part here of unless incorporation, in the event either many shall prevail in any legal action communed to minere this agreement, he shall be entitled to all costs incorporations including situatory's fees. When approved by BUYEII and SELLEII this agreement shall be binding upon their respective heirs, at excels	el ed la
Seling Agent REMAX VIP, REALTORS	
These 771-3935 Address 1581 E. Flamingo Rd., Ste. 1 Gy Las Vegas Nevada	
In cooperation with	_
PhoneAddressCiyState	_
The undersigned DUYEIL having inspected the above, described property and its appartenance, offers and agrees to purchase asid groperty on the same and cardinana berein stated and acknowledges receipt of a copy of this agreement from the AGENT named above. Out: Manual 15, 1972 Time 6.00 pm. DUYER CHICAGO TO THE CONTROLL OF THE CON	no.

ACCEPTANCE OF OFFER TO PURCHASE The undersiones SELLLIGH ercepts the foregoing effer to purchase and agree to sell the property described above on the terms and conditions as stated berein, and actions of celegical new actions of stated berein, and actions of celegical new actions of celegical selections. SELLER _ State _ WHEN PROPERTY COMPLETED, THIS IS A BIFIDING CONTRACT, IF NOT FULLY UNDERSTOOD, SEEK COMPETENT CORNEGE.



METROSCAN PROPERTY PEROPT

Clark County

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	Date: 03/10/92	* Prepared For: WALT / VIP REMAX	,
* I	Report Type: Single Parcel	1 * Prepared By: DON KEMP	,
* 5	Sort Type: PARCEL	*	,
* I	Parcels Printed: 1	* Company: FIRST AMERICAN TITLE	*
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	* SEA	ARCH PARAMETERS *	

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*	ITEMS SELECTED	INDEX USED	*
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DATE 3-31-92 INSPEC	CTED BY Dear Hecken	1
NAME GIL HYATT 735	7668 REALTOR	
ADDRESS 7335 TARA		
		GESO. FT
THE FOLLOWING ITEMS WERE IN	NSPECTED AND RESULTS NOTED:	*
KITCHEN: DISHWASHERS	STOVE OVENS TRASH O	COMP GARBAGE DISP
MICROWAVE KI	TCHEN SINK ELECT_	RANGE HOOD
OPTION: TOILET	TUB SHOWER	SINK
MASTER BATH: TOILET LATCH	CL' DONATUB JACUZZ (M) SHOW	ER SINK
ELECTRICAL	EXHAUST FAN	PRAINS LOCAL
HALL BATH: TOILET	TUB SHOWE	R SINK
ELECTRICAL CALER PLATE	MISSING EXHAUST FAN	
STRA BATH! TOILET DOOR HE	S NO LATCH SHOWE	8 SINK
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	TINK GARAGE:	
and the second of the second o	2nd BEDROOM:	
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OPTION: POOL FILTER PUMP A NOT WORKING PROPERLY B: NOT INSTALLED PROPERLY C: TOILET OVERFILLING D: FLAPPER VALVE NWP E: FLUSH VALVE NWP F: FILLER TUBE NWP G: TOILET NOT FILLING PROPERLY H: HANDLE NWP I: TOILET LOOSE ON FLOOR J: FAUCET LEAKING K: FAUCET LEAKING L: DRAIN PLUG MISSING	FILTER N: DRAIN UNDER SINK LEAKING O: TRIP LEVER ON TUB NWP P: DIVERTER VALVE NWP O: WATER SUPPLY LEAKING R: WATER SUPPLY VALVE NWP S: HOT & COLD REVERSED T. LEAKING U: W/H RELIEF VALVE NOT TO CODE V: W/H NOT VENTED PROPERLY W: HOSE BIB NWP X: COULD NOT CHECK Y: DUPLEX PLUG HAS OPEN GROUND Z: DUPLEX PLUG POLARITY REVERSED	HEATER PIPING AA: DUPLEX PLUG BROKEN BB: WALL SWITCH NWP CC: WIRING NOT TO CODE DD: NO DRAIN LINE ON A/C EE: THERMOSTAT LOOSE ON WALL FF: INSUFFICIENT AIR FLOW GG: AIR GAP NWP HH: SEALS LEAKING JJ: BAD DOOR SEAL KK: NEEDS REPAIR LL: RUSTY
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Business License

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Officers and Founding Ores, S.
Richard H. Bowler
Michael W. Kern
L. Ralph Piercy
Revelle B. Taylor

PIERC . WILER, TAYLOR & KERN CERTIFIED PUBLIC ACCOUNTANTS, LTD. A Professional Corporation A Member of the AICPA SEC Practice Section

> 6600 West Charteston Blvd., Suite 118 Las Vegas, Nevada 89102

> > Telephone (702) 384-1120 Fax (702) 870-2474

November 25, 1992

Mr. Gilbert Hyatt P.O. Box 60028 Las Vegas, Nevada 89160

Dear Gil:

We have prepared and enclosed, in duplicate, the City of Las Vegas Business License Application and the State of Nevada Business License Application.

City of Las Vegas Business License Application
The application needs to be signed and dated and filed with the
City of Las Vegas, Department of Business Activity, P.O. Box 1900,
400 E. Stewart Ave., Las Vegas, Nevada 89125 as soon as possible.
Prior to filing this application, please fill in your date of
birth.

State of Nevada Business License Application
The application needs to be signed, dated and title inserted and filed with the Department of Taxation, Business Tax, P.O. Box 98596, Las Vegas, Nevada 89193-8596 as soon as possible. A check in the amount of \$25 should accompany this application.

The copies are for your files. Addressed envelopes have been provided for your mailing convenience.

Yours truly,

PIERCY, BOWLER, TAYLOR & KERN

Michael W. Kern

MWK:mll Enclosures

0000149



DEPARTMENT OF BUSINESS ACTIVITY
P.O. Bos 1900 — 400 E. Siewan Ave. Las Vegas, Nevada 89125
386-6281
BUSINESS LICENSE APPLICATION
Questions Must Be Assured. Please Print In Black Ink Or Have Typed.
is solvenized to the Planning and Fire Departments for approval. A Use Parmin or Va

Purpose of Application: CHECK APPROPRIATE BOXES NEW BUSINESS	DATE BUSINESS	O REGIN:	
CHANGE IN OWNERSHIP Former Owner(1) CHANGE IN LOCATION Former Counter(1)			License No.
CHANGE IN LOCATION Former Location _			License No.
			License No.
CHANCE IN MAN INC ABOLIST -			Lireme No.
CHANGE IN MAILING ADDRESS . Former Address _			·
CHANGE IN CORP. OFFICERS Former Officer(s)			Business Phone Nos.:
Corporate Name (If Applicable):			
Dring Business As (DBA)			
GILBERT HYATT Surcet Number Direction Surcet Number		Suite	
6600 W. CHARLESTON BOULEVARD		118	89102
6600 W. CHARLESTON BOTTLEVARO	¥	118	Zip 89102
Type And Concise Description Of How Business Will Be Co INVENTOR - LCD/COMPUTERS	inducted (Including	Storage Of Merchandise	Or Equipment):
Description Of Business Address: New Construction	Remodeled (tt: Federal
Applicant Is: Sole Proprietor Corporation	Residen	Local —	<u> </u>
Partnership Association		100	
GILBERT HYATT		Tale: PROPRIETOR	Date Of Birth:
P.O. BOX 69928		- INDIALDION	Residence Phone
ay:	State:	Zip:	871-9899 Social Security No.
LAS VEGAS	NEVADA	#9160 8918	069-30-9999
esidence		1600	Date Of Birth:
BROKE			Residence Phone
uy:	States	Тіф:	Social Security No.
wner/Trincipal Name:		Title	Date Of Binh;
sidence:			Residence Phone
sy:	Sene:	Zipt	
ical Manager (If Applicable) Name:			Social Security No.
			Date Of Birth:
sidence:			Residence Phone
ly:	Suie:	Zip:	Social Security No.

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s	TATE OF NEVADA		Account Numbe	C=01(9k22		71,50
E	BUSINESS TA	X RETURN				
	tail Original To:		,	or Department Use Only		
N	EVADA DEPARTMEN	T OF TAXATION				
	O-BOX 98596 S VEGAS, NV 891	92_100	2			
	_	13-03 16	j			
		٦	<u> </u>			
	GILBERT HYATT 6600 W CHARLEST	ON BL #118	This return is for the qua-	rter ending 06-30-5	3	
	LAS VEGAS NY	50169	and is due no later	than <u>06-30-93</u>		
L	-			D AFTER DUE DATE,		
			If the name or address as shown is in	INTEREST WILL APPL correct or ownership has chan	~	
		YOU MUST EVE A DETU	are no longer in business, notify the I	Department of Taxation immed	flately	
	PLEASI		RSE SIDE OF RETURN PRIOR TO COM			
			Actual Average No. of En	nployees NONE		
	METHOD TO	Any fraction of an emplo	yee amounts to one additional e	mployee	٦	
	NUMBER OF	METHOD A See reverse	side for Method A worksheet		H	
	EMPLOYEES	METHOD B Divide your o	uarierly payroll by the Average Wag	e Factor		
	(see back for methods)	Average 3 33	9-00			
	V- 1	Wage Factor 3,00	1.00		1	
18	You have chosen Method	Factor, if apo	uarterly payroll by a special Average roved. Multiply by 1.33. See reverse	Wage side		
		METHOD D Temporary ex	mployee industry. See reverse side			
		Check here if you have an	extension 🔲 🕝 of days			
	CALCULATION				_	
	OF TAX 1. A	verage number of employee sing Method A, B, C or D	s during current quarter	NONE		
		AX DUE (from tax tables on	reverse side)	NONE		
	57.	3. Penalty 10% of Line 2				
	7.70	•	per month or portion of month lat	. ===		
	27-E	5. Plus amounts due from				
		6. Less credit previously a	pproved			
-	7. T	OTAL DUE		NONE	1	
	B. T	OTAL REMITTED (New decas	onyable to Nevacia Department of Taxation)	NONE		
Į	This return must be sign	OT COMBINE PAYMENT OF	THIS TAX WITH ANY OTHER	TAXES		
	I hereby certify that the info	rmation on this report and any a			_	
	Shihert D. H	yett-	OINTE			
	OWNER C	069-30-937	702 871-989	9 5/27/93	7	
	COM	PLETE BUT DO NOT DETA	CH THIS COUPON BANK USE	ONIV		
				. Ond		
	OF NEVADA	ETUDN COURO	Account Number	C-0169477		
-	INESS IAA KI	ETURN COUPO	N			
GIL	BERT HYATT	Thi	s return is for the quarter ending	06-30-93		
	U W CHARLESTON	0.3				
~~,		- 10	TAL REMITTED \	NONE	CONFIDENT	TIAI
-					CONFIDEN	
		030164	1771308806309300000	000030169477	H 020	05
			0000	14E1 am	10 i f 12 - 9 i i	

STATE OF NEVADA -SP	Account Number 20169477	
BUSINESS TAX RETU	RN For Department Use Only	
Mail Original To: NEVADA DEPARTMENT OF TAXATI	ON	
DOBOX 98596 S VEGAS, NV 89193-8596		
-	¬ - L	
SILBERT HYAIT	This return is for the quarter ending	<u>4</u>
AES VEGAS NV 8A107-2538	and is due no later than 07-31-94	
_	IF POSTMARKEDAFTER DUE DATE, PENALTY AND INTEREST WILL APP	LY
	If the name or address as alrown is incorrect, or or ownership has changed are no longer in business, needly the Department of Tasasion Insteading the Control of Tasasion Instead of Tasasion Instead of Tasasion Instead	
CALCULATION OF HOURS		
	NUMBERS OF Nol to exceed to hours per	
	EMPLOYEES full-time employee	
Full-time employees		l
. 2. Part-time employees		J.
3. TOTAL HOURS	NONE	1
4. TOTAL HOURS DIVID	ED BY 468=(AFTE EMPLOYEES)	
9. Plus arround 10. Less crec 11. TOTAL DUE 12. TOTAL REMITTE DO NOT COMBINE PA This return must be signed 1. Institute of the interest of the properties of the credit public recommend on the credit public recommendation of the credit publi	O% of line 2 .5% of line 2 per month or portion of month late unt due from prior quarters dit previously approved NONE D these divide protein to North Department of Teaching NONE AMENT OF THIS TAX WITH ANY OTHER TAXES AND THE TAXES PIERCY , BOWLER , TAYLOR & KERN C SEC 1 Prime member Day	
ONNET 1069-2	30-9999 [702] 384-1120	
TE OF NEVADA ISINESS TAX RETURN	NOT DETACH THIS COUPON® BANK USE ONLY ####################################	
LBERT HYATT OD ELTON AVE #1000 S VEGAS NV 89107-2538	This return is for the quarter ending <u>QL-30-94</u>	
	TOTAL REMITTED NONE	
	030169477130880638940000000000301694778	BTRG1 (2-94)
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	000019~	
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(4)	é (Ele
STATE OF NEVADA	ICENSE NUMBER: C-0369477
BUSINESS TAX RETURN Hall original to: NEVADA DEPARTMENT OF TAXATION	For Department Use Only
P.O. 80X 98596 LAZ VEGAZ. NV BYS 18 YOR FORM, GETWOOL NF SUML, POSTAFE WAS AND SUMPLY AND AND CONTEXT AND AND CONTEXT MAN AND AND CONTEXT AND AND CONTEXT MAN AND CONT	
GILBERT HYATT BIOO ELYN AVE 91000 BEZS-TORON AVE 8100-2538	Tetars for quarter sedies 09-30-94
	IF POSTMARKED AFTER DUE DATE,
	PERALTI AND INTEREST WILL APPLY the asse of address as above is
A RETURN HUSTIGE ELLEG EVENILE NO	correct or If overship has changed, Lift the Department of Rantice immediately.
CALCULATION OF HOURS	
NUMBER OF EMPLOYEES	TOTAL HOURS
1. Full-time employees	hours per employee
2. Part-time cuployees	•
	0
3. TOTAL HOURS 4. TOTAL HOURS 0 DIVIDED BY 468	= 0
(From Line 3)	
CALCULATION OF TAX 5. Number of full-time equivalent employe (from line 4)	es 0
6. TAX DUE \$25.00 per Employee (Line 5 x	
7. Penalty 507 (20) politics and a laterest 1:57 Polity of Fifth of Clark. south past one and the laterest a	
9. Plus liabilities established by the De	100 C
10. Less credit(s) approved by the Departme	ent
11 HOTAL ANOUNT BUE AND TAYABLE TO	0
12. TOTAL AMOUNT REMITTED WITH RETURN	
Make Chacke Sayable Con Nevada Depa	efacht of Taxetion)
RETURN HUST BE SIGNED	at to be true and correct
Cheller P. Street	at to be true and carract rer if other than owner
ONUR 069-30-9999 (702)	871-9899 10/6/1994
COMPLETE BUTTOS NOT BETACHTTHIS COU	
TATE OF NEVADA	
ISINESS TAX RETURN COUPON	ENSE NUMBER: C-0169477
	the quarter ending 09-30-94
GILBERT HYATT LIOU ELTON AVE 11000	
SECS-TOIPS VM ZADAV ZAL	
	DE NAMEDIANA
	3774670000000000000000000000000000000000

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STATE OF NEVAL	LICENSE NUMB C-0169477	Trapella .
BUSINESS TAX RETURN Hall original to: NEVADA DEPARTMENT OF TAXATION	For Department Use Only	1
P. D. BOX 98596 LAS VEGAS, NV B9393-8596 Into 16 your private got on bedience and your rec and connect multiple anderess.		2
GILBERT HYATT	L	_
6100 ELTON AVE \$1000 LAS YEGAS NV 89107-2538	Return for quarter coding 12-31-94 due no later than 01-31-95	
	IF POSTMARKED AFTER DUE DATE, PERALTY AND INTEREST WILL APPLY If the name or address as shown is	×
A RETURN MUST BE FILED EVEN IE NO	incorrect or if ownership has changed, selify the Department of Exaction leaedistely.	
CALCULATION OF HOURS		
NUMBER OF EMPLOYEES WORKING IN NEVA	TOTAL HOURS ADA Not to exceed 468	
1. Full-time employees	hours per employee	*
2. Part-time employees		
3. TOTAL HOURS	NONE	
4. TOTAL HOURS DIVIDED BY 468	*	
CALCULATION OF TAX 5. Number of full-time equivalent employ (from line 4)	yees NONE	v
6. TAX DUE \$25.00 per Employee (Line 5	x \$25.00) NONE	
7. Penalty 10 (10) of time 6. 8. Interest 1.57 (.015) of line 6. sead month past due		
9. Plus liabilities established by the I		
10. Less credit(s) approved by the Depart		
11 TOTAL TAMOUNT DUE AND PAYABLE	NONE	
12. TOTAL AMOUNT REMITTED WITH RETURN	NONE	
(Make checks payable to Nevada De	pantment of Taxation),	
RETURN MUST BE SIGNED Lanceby cartify the information on this report and any attack Signature Clickett P. Hyatt	theant to be true and correct	
OWNER 069-30-9999 (70)	1871-9899 1/4/1995	
COMPLETE BUT DO NOT DETACH THIS C	OUPON - BANK USE DALY	
TATE OF NEVADA	ICENSE NUMBER: C-0169477	
USINESS TAX RETURN COUPON		
GILBERT HYATT	for the quarter ending 12-31-94	
6100 ELTON AVE #1000 LAS VEGAS NV #9107-2538		
TOTAL AHOU	UNT REHTTED NONE	2 6
	ALZE LIGERONONONONUPELECIA	

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STATE OF NEVAL	DA au Jueu	LICENSE NUMB	ER: C-0169477
BUSINESS TAX P	RETURN MENT OF TAXATION	For Depart	tment Use Only
P.O.BOX 98596 LAS VEGAS, NV 89193-8596	CHECK IF YOU ARE OUT OF DATE THAT I SHARE IS THOSE PROME COMMITTED AND COMMITTED AND LINE OF MAIL INDICATED AND LINE OF THE COMMITTED AND LINE OF TH	ETICES AND 7 FINAL, EMPICATE ANDRESS.	
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GILBERT HYATT		Return for qui	arter ending 03-31-95
LAS VEGAS NV		due so later t	
L		PERALIT AND If the name or addi- incorrect or if own	(ED AFTER DUE DATE, D INTEREST WILL APPLY ress as shown is norship has changed, aut of laxatica insediately.
A RETU	Nakust Best Alepsiy	NZIENNOSTAX LTABILI	TARIST COLOR
CALCULATION OF	HOURS		
		LOYEES	TOTAL HOURS
,	WORKING	IN NEVADA NOT	to exceed 468
1. Full-time en	- L-		
2. Part-time es	aployees		
3. TOTAL HOU	res .		NONE
4. TOTAL HOU		N 468 =	
(From Line 3)		1 100 -	NONE
CALCULATION OF 5. Number of (from line	TAX full-time equivalen	t employees	NONE
6. TAX DUE \$2	5.00 per Employee (Line 5 x \$25.00)	
ELEPEDA TENATO	E HAMMON HER CO.	STATE OF THE STATE	
The second of th	lities established		
	t(s) approved by th		
	NT DUE AND PAYABLE		
		THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	NONE
A constant to the constant of	NT REMITTED WITH RE	avince ny	NONE
		evada Department of	Taxation1
RETURN MUST BE	SIGNED	Name of properor if other th	nd correct
Willest P.	HYEN	1	
OWNER	069-30-99999	(702)871-9899	4/10/95
	ELBUT DO NOT DETAC	THIS COUPON BANK	USE ONLY TOP
TATE OF NEVADA	and a second second second	The state of the s	
USINESS TAX RETURN	COUPON	LICENSE NUMBE	R: C-0169477
T TANKETOKN			
GILBERT HYATT	Thi	s return is for the quarter en	2P-1E-ED galba
LAS VEGAS NV 8			
		TAL AMOUNT REMITTED	NONE
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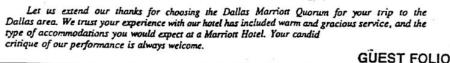
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BUSINESS TAX RETURN For Department Use Only NEVADA DEPARTMENT OF TAXATION LAS VEGAS NV 89193-8596 THIS IS YOUR FINAL RETURN. IF FINAL, INDICATE YOUR NEW AND CORRECT MAILING ADDRESS. GILBERT HYATT Return for quarter ending 06/30/95 6100 ELTON AVE #1000 LAS VEGAS NV 89107-2538 due so later than [7/31/95 IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY If the name or address as shown is incorrect or if ownership has changed, actify the Department of Taxation immediately A RETURN MUST BE FILED EVEN IF NO TAX LIABILITY EXISTS CALCULATION OF HOURS NUMBER OF TOTAL HOURS **EMPLOYEES** Not to exceed 468 WORKING IN NEVADA hours per employee 1. Full-time employees 0 2. Part-time employees 0 O ٥ TOTAL HOURS TOTAL HOURS DIVIDED BY 468 0 CALCULATION OF TAX Number of full-time equivalent employees (from line 4) 0 6. TAX DUE \$25.00 per Employee (Line 5 x \$25.00) 0 Penatty 1874(510) Of Line 5 B Interest 1 57 (1815) Of Line 6 X each month peast due 9. Plus liabilities established by the Department 10. Less credit(s) approved by the Department 11. TOTAL AMOUNT DUE AND PAYABLE 0 CONFIDENTIAL 12. TOTAL AMOUNT REMITTED WITH RETURN (Make-checks-payable to Nevada Department of Taxation) RETURN MUST BE SIGNED 069-30-9099 (7021871-989

10/91 Trip to Washington D.C., Dallas and New York

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	Sheraton Crystal City	¥.
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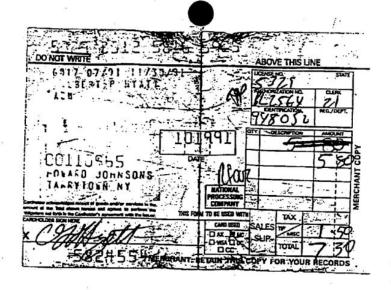
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Guest HYATT Floorin 902 cro Date 10/20 Clerk 333.

PARKING VOUCHER

Sheraton Crystal City Hotel

1800 JEFFERSON DAVIS HWY ARLINGTON VA 22207 703-466 1111

PLEASE SIGN NAME AND ROOM NUMBER ON BACK OF PARKING TICKET AND PRESENT THIS VOUCHER WITH TICKET TO CASHIER WHEN EXITING GARAGE.

TAMPAN ZEE**CB2bd**o:1644 10/19/91 20:09:39 Class 1 Cash# 2.50



PRINCE WHEN MACHINE

FATSY AT THE MC.

\$2.00 p. 1366 19/20/91 22:37:20 Class 1 Cash# 2.50



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MARITZ TRAVEL COMPAN

7701 LEGACY DRIVE, MD 1A-120 PLANO TEXAS 75024-4099 214-353-5030 800-356-0663

SALES PERSON: 88 CUSTOMER NER: 050374 ITINERARY/INVOICE NO. 0262486 QMSKAY

DATE: 16 OCT

PAGE: 01

TO: GILBERT HYATT C/O SHERATON CRYSTAL CITY 1800 JEFFFRSON DAVIS HWY ARILINGTON VA 22202 FEREX 160CT

TERMS: NET 7 DAYS

FOR EMERGENCY ASSISTANCE NIGHTS, WEEKENDS & HOLIDAYS 1/800-325-8156 INTERNATIONAL (CALL COLLECT) 314-997-8156

FUR:HYATT/GILBERT

17 OCT 91 - THURSDAY DELTA AIR LINES INC FLT:571 LV WASHINGTON NATL AR DALLAS FT WORTH RESERVED SEAT 12C HOTE! MARRIOTT HOTE! S MC DALLAS QUORUM 14901 N DALLAS PKWY DAI LAS TX 75240 FUNE 214-661-2800

COACH DINNER EQP: BUEING 757 730P

NON-STOP

928P

2 NIGHTS OUT-19UCT **ACCOMMODATIONS** 1 ROOM RATE-109.00USB PER NIGHT SUPERSAVER WEEKDAY RATE

GUARANTEED LATE ARRIVAL CONFIRMATION 81672168

19 OCT 91 - SATURDAY

AIR DELTA AIR LINES INC FLT:224 LV BALLAS FT WORTH AR NEWARK

1002A 215P

120

BREAKFAST

EQP: 727 STRETCH

NUN-STOP

19 NOV 91 - TUESDAY OTHER DALLAS FT WORTH

RESERVED SEAT

THANKS FOR YOUR BUSINESS

DL1354389221 AIR TICKET

HYATT GILBERT

BILLED TO VI4128541132127

CUACH

SUB TUTAL

LESS AMOUNT BILLED TO CC

1 - 124 - 0

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TOTAL AMOUNT

0.0

HOTEL IS GUARANTEED FOR LATE ARRIVAL-CANCEL BY SEM DAY OF ARRIVAL TO AVOID BILLING.

CONFIDENTIAL

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Moiling Address: P.O. Box 22776, Fort Lauderdale, Florida 33335
Rent A Car Reservations: 600-327-9633 - Telex: 803 926

WASH DC. NAT'L - RETURN RECEIPT

RA #/CAR #: 232-697562-8 / M6247607 RENTED: 0CT/14/91 21:10 HOURS RETURNED: 0CT/16/91 18:12 HOURS LENGTH: 1 DAY 22 HOURS

TIME 54.90T FUELS/C 4.54T TAXES 3.86* TOT CHR 63.30 CR. CARD 63.30 BALANCE .00

MILEAGE: 9511 GAS: 7/8
SERVED BY: PHILLIPS, HAYWOOD
CUSTOMER: GILBERT HYAIT

A CREDIT OF \$31.81 WILL APPEAR ON NC \$329031258165925 * TAXES ARE 6.50% ON ITEMS MARXED "T". BALANCE INCLUDES 1.9 GALLONS OF GAS AT \$2.39 A GALLON.

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NEUARK AIRPORT RENTAL: 10/19/91 RETURN: 10/22/91 TELETRAVEL SERVICES RETURN RA 58H7283-3 1823 1107 U CHESTER ARPT 5269837 FINAL CHARGES
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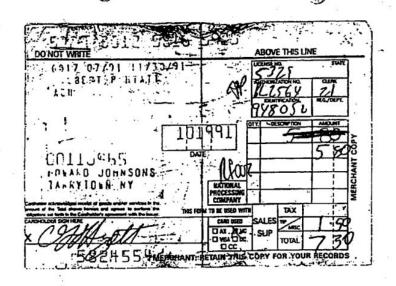
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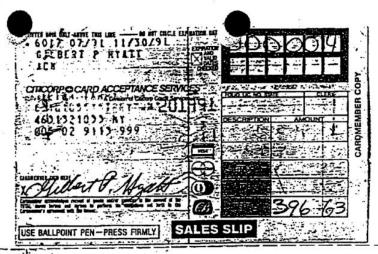
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455 South Broadway Tarrytown, New York 10591

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10/19-10/22/91

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444 So. Flower, Suite 2030. Los Angeles, CA 90071 (213) 623-7125

K97139 7 NOV 91 128716

Emergency Numbers:
During Business Hours: 1 (800) 745-1045
After Hours & Weekends: 1 (800) 669-USTS (8787)

PRETTY SCHROEDER 444 S FLOWER STE 2000 LOS ANGELES CA 90071 ATTN FELICE

HYATT/GIL PRETTY SCHROEDER 444 S FLOWER STE 2000 LOS ANGELES CA 90071 ATTN GIL HYATT

DATE	AIRLINE	FL/CL	FROM	LEAVE	то		ARRIVE
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THANK YOU

- **AFTER HOURS AND WEEKENDS YOUR **
- ** EXECUTIVE CODE IS MZ8Ø **
- * DISCOUNTED COACH FARE * CHANGES MAY CAUSE FARE INCREASE *
- * CHECK IN SHOULD BE NO LATER THAN 1 HOUR PRIOR TO DEPARTURE *
- * PLEASE SHOW FREQUENT FLYER I.D. AT CHECK-IN FOR MILEAGE CREDIT *

HYATT/GIL

TKT# ØØ1 1362451887

TOTAL \$ 2130.00

OFFICE PICKUP / PICKUP CHECK FOR 4260.00 FOR BOTH TKTS DELIVER WITH TKT FOR GREG ROTH

K9 AORIDO 62

BF \$ 1936.36 TX \$ 193.64 ACOO19A364Ø 128716

3/200 76

CONFIDENTIAL

please note important information on reverse. $0000168 \text{H}\ 02023$

Thank you for choosing the Westchester Marriott Hotel on your trip to the Westchester area. We trust your stay was enjoyable, and hope to see you again soon. At your convenience we would certainly appreciate your comments on our "Will You Let Me Know" form. We appreciate your business and continued patronage.

ACCT# 139.00 11/20/91 6163 HYATT/GILBERT 4113 TIME 17104 ROOM PDB N. AMERICA PHILLIPS /18/91 TIME FIRM OR GROUP ARRIVE 586 WHITE PLAINS RD TARRYTOWN BK/4226363134706/037 NY 10561 PAYMENT . ADDRESS BALANCE DUE CHARGES CREDITS REFERENCE TIVIR LUCZACCS 1257-600 1.05 .75 11/18 LOC/ACCS 1602-LOC 11/18 ROOM 6163, 1 139.00 9.38 11718 ROOM TX 6163, 1 11/18 CTY OCC 4.17 6163, 1 11/18 NYS OCC 6163, 1 6.95 .75 TILLYIP LOCZACCS 1596-LOC 11/19 LOC/ACCS . 75 1515-LOC HIVIP LOCYACOS 1.645-LOC . 75 . 75 1662-LOC 11719 LOCZACCS TIZZE LOCZĄCCŚ 1742-LOC . 75 6163, L 11/19 ROOM 139.00 9.38 11719 ROOM TX 6163, 1 11/19 CTY OCC 6163, 1 4.17

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6.95

The undersigned agrees to make immediate payment upon receipt of statement. In the event such payment is not made within 25 days after receipt of the original statement, it is agreed that the hotel may immediately impose a LATE PAYMENT CHARGE at the rate of 11/1% per month (ANNUAL RATE 18%), or the maximum allowed by law, on the unpeld balance, and the reasonable cost of collection, including attorney lees.

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Signature X 7 570 White Plains Road
Transform New York 10591

CONFIDENTIAL

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AA001231

1/92 Trip to Washington D.C. and New York

0000170

- - 1 4/7 1/40

Thank you for choosing the Westchester Marrioll Hotel on your trip to the Westchester area. We trust your stay was enjoyable, and hope to see you again soon. At your convenience we would certainly appreciate your comments on our "Will You Let Me Know" form. We appreciate your business and continued patronage.

139.00 01/09/92 ACCT4 269 HYATT/GIL/MR 4463 TIME ROOM 23:46 NORTHAMERICAN PHILLI 01/08/92 KNG FIRM OR GROUP 580 WHITE PLAINS NY* TIME PK/5329031258165925. WHITE PLAINS NY 0000000 PAYMENT ROOM ADDRESS BALANCE DUE CREDITS DATE REFERENCE CHARGES 01709 LUCZACES .75 3616-LUC 139.00 01/08 ROOM 269, 1

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CONFIDENTIAL

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The undersigned agrees to make immediate payment upon receipt of statement, in the event such payment is not made within 25 days after receipt of the original statement, it is agreed that the hotel may immediately impose a LATE PAYMENT CHARGE at the rate of 11%% per month (ANNUAL RATE 18%), or the maximum

A Hilton Hotel New York 10022 212/355-3000 100 East 50th Street New York 10022 212/355-31 2627 OUT FOLIO 186344 01/09-01/11/92 HYATT. GIL PAGE 1 250.0Goom 2627 EGLI INTERNATIONAL 579 LEXINGTON AVENUE NEW YORK , NY 10022 NYCWAHHKSJANOSRA AJA AX 378367722681019 09/93 CHARGES CREDITS BALANCE 01/09/92 750-1022 XAQ 22:15 1.00 ROOM RATE 01/09/92 XAP 2627 250.00 2627 01/09/92 ROOM TAX 20.63 XAP 01/09/92 6% OCCUPANCY TA KAP 2627 15.00 01/09/92 5% SPECIAL TAX 01/09/92 OCCUPANCY TAX XAP 2627 12.50 DTX 2627 2.00 01/10/92 718-458-0891 91 XAQ 9:17 1.00 21:36 2627 01/10/92 750-1022 XAG 1.00 250.00 01/10/92 ROOM RATE XAP 01/10/92 ROOM TAX XAP 2627 1 20.63 15.00 01/10/92 6% OCCUPANCY TA XAP 2627 01/10/92 5% SPECIAL TAX 01/10/92 DCCUPANCY TAX XÁP 2627 DTX 2627 XAP 12.50 2.00 603.26 Check out by calling the Front Desk, your television for Video Checkout. at: Ext. 69 or press 88 on Checked In 21:15 by LL

CC Approval - 16

CONFIDENTIAL H 02027

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EGL! INTERNATIONAL

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SILL ALL CHARGES TO AMEX IN CREDIT / SFM 01/09/92 LL NYCWAHHKSJANOGRA



GLOBAL TRAVEL TOO, INC.

1697 Haight Street
San Francisco,
California 94117
415/431-6204

4005 24th Street 2230 Polk Street San Francisco, San Francisco, California 94114 415/647-4304

California 94109 415/776-5300

INVOICE

ACCT. NO.	DATE	PAGE	INVOICE
4500	10 JAN 9	2 1	01998

THANKS FOR COMING TO US AND HAVE A PLEASANT TRIP, PLEASE VERIFY TIMES WITH AIRLINES BEFORE EACH FLIGHT. TRAVEL ARRANGED BY OFFICE CHECKED.

EGLI INTL 599 LEXINGTON AVE 44TH FL FOR: NEW YORK, NY 10022

HYATT/GIL MR EGLI INTL 599 LEXINGTON AVE 44TH FL NEW YORK, NY 10022

CITY-AIRPORT AIRLINE FLT/CL SEAT MEAL TIME EG 11JAN LV LA GUARDIA, N 530P DELTA AIRLINES 1763Y SNACK 72 AR WASH/NATIONAL 650P 11JAN CAR INFORMATION NATIONAL COMPACT -WASH/NATIONAL - 8 DAYS SAT CNF # 0675444475CNTE DROPOFF IAD 129.99 WEEKLY RATE-UNLIMITED MILEAGE RATE IS GUARANTEED DELTAS PHONE NUMBER IS 1800-221-1212 IF YOU HAVE A DELTA FREQUENT FLYER NUMBER PLEASE GIVE IT TO THEM AT CHECK-IN TKT # 0061358791795 HYATT/GIL MR EXP 09/93 AMERICAN EXPRES #378367722681019 ... TOTAL \$ ROANEH 82 0 BF \$ 83.64PASSEMON BOPY 18.36 ACOOOA8360

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3/92 Trip to Denver

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4/92 Trip to San Francisco

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# United Atalines	PASSENGER TICKET AND BAGGAGE CHECK	United AIRUNES
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THE Mark Mobbie INTER CONTINENTAL

MINISER ONE NOR HILL . SAN FRANCISCO CAUFORNIA 94108 TEL (415) 392-3434

P D DOW BLOTO LAS MEGAR. -C/ 89180 5/19/92 5/21/92 1 149.00 TELEPHONE
NUMBER
CAN PROVIDE
INSTANT
RESERVATIONS
FOR 86 LUXURY
INTER-CONTINENTA
HOTELS
AROUND THE
WORLD.
800-327-0200

NOW, IN THE UNITED STATES ONE TOLL-FREE

DINT NO. 487409 - ROOM NO. 1204

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	5/19/93	SOCH CHARGE/1204/1/1/4	147.00 16.37
i	5/19/92	ROPH TAX/1204/1/1/4	.50
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1	5/20/92	REGIDENT 5 WALNES/1204/76760/1/4	18.50
		* BALANCE DUE *	307,30

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AGREE TO BE H	AT LUBELTY FOR THIS BILL IS NOT WAVED AND ELD PERSONALLY LUBBLE IN THE EVENT THAT THE ON COLUMNY OR ASSOCIATION FALS TO MY FOR E FULL AMOUNT OF THESE CHARGES.		STATE	POSTAL COCE

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THE Mark Hobbins INTER CONTINENTAL

NUMBER ONE NOB HILL . SAN FRANCISCO CAUFORNIA DATOS TEL (415) 392-343-

HYATT, GILBERT MR

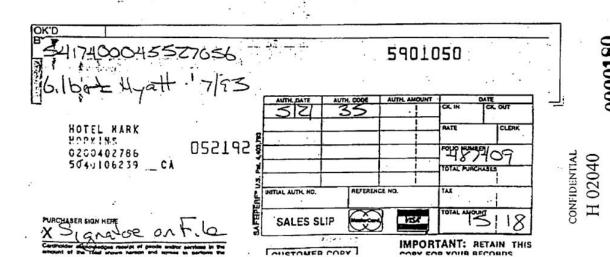
P 0 BOX 81230 LAS VEGAS, NV 89180 5/19/92 24 Define 5/21/92 25 July 1997 1 24 July 149.00 NOW, IN
THE UNITED STATES,
ONE TOLL-FREE
TELEPHONE
NUMBER
CAN PROVIDE
INSTANT
RESERVATIONS
FOR 86 LUXURY
INTER-CONTINENTAL
HOTELS
AROUND THE
WORLD.
800-327-0200

ACCOUNT NO.

487409

ROOM NO. 1204

	#	DATE		DESCRIPTION	AMOUNT
			BALANCE TH	ROUGH 5/20/92	367.30
	9	5/21/92	MASTERCARD/VISA 5417400045527	/1204/5392612/1/4 056/793	367.30-
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5/92 Trip to Dallas and Austin

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GEORGE J. MAIIR DAVID N. LEONARD MARK F. O'MOLESKY JOHN D. KLING

MAHR LEONARD MANAGEMENT COMPANY

5430 LBJ FREEWAY, SUITE 1070 DALLAS, TEXAS 75240 TELEPHONE: 214-960-7477 FACSIMILE: 214-960-7482

FACSIMILE TRANSMITTAL COVER SHEET

DATE: May 1, 1992

PAGEF (including this cover sheet):1_
Name Mr. Gilbert P. Hvatt
Fax Number
From: Name Vicki Weart
Message: Dear Gil, You now have reservations in Dallas at the Doubletree Hotel on May 24 and 25, guaranteed late arrival; and your confirmation
number is 4052. Incidentally, the price of \$114 per night includes a buffet breakfast.
Have a nice weekend.
Return facsimiles can be sent to (214) 960-7482. For confirmation or service problems, call (214) 960-7477.
Thank You

0000182





Tandy Corporation

Executive Offices 1800 One Tandy Center Post Office Box 17180 Fort Worth, Texas 76102 Telephone (817) 396-3700

FAX COVER SHEET

to the second se	
DATE: 5-21-92	NO. PAGES: COVER + 0 = 1
TO: G11 Hyatt	FROM: Fred Padden
-	DIRECT NO.: 81// 8/8-486/
ATTN:	. Tandy Corporation
FRY NO - 702/ 87: 5207	1800 One Tandy Center
FAX NO.: 702/ 871-9397	Fort Worth, Texas 76102
	FAX NO.: 817-878-6593
MESSAGE: THIS IS TO CONFIRM	LUNCH ON TUESDAY, MAY 26th
AT 11:30 A.M.	. *
	-
	*
	2 4 4 4 5 3 2 5 2 5 2 5 2 5 2 5 2 5 2 5 2 5 2 5 2 5 2 5
THE INFORMATION CONTAINED IN	THIS PACSIMILE MESSAGE IS INTENDED
INLY FOR THE PERSONAL AND (CONFIDENTIAL USE OF THE DESIGNATED
ECIPIENT(S) NAMED ABOVE. TH	IS MESSAGE MAY BE AN ATTORNET-CLIENT PRIVILEGED AND CONFIDENTIAL. IF THE
OMMUNICATION, AND AS SUCH IS	PRIVILEGED AND CONFIDENTIAL. IF THE
MADER OF THIS MESSAGE IS NOT	THE INTENDED RECIPIENT OR AN AGENT
ESPONSIBLE FOR DELIVERING T	THE INTENDED RECIPIENT, YOU ARE
EREBY NOTIFIED THAT YOU HAVE	RECEIVED THIS DOCUMENT IN ERROR AND
HAT ANY REVIEW, DISSEMINATION	ON, DISTRIBUTION OR COPYING OF THIS
ESSAGE IS DIRECTLY PROHIBI	TED. IF YOU HAVE RECEIVED THIS
OMMUNICATION IN ERROR, PLEASE	NOTIFY US IMMEDIATELY BY TELEPHONE
NO RETURN THE ORIGINAL MESSAG	GE TO US BY MAIL. THANK YOU.
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AS RECEIPT CONFIRMED:	T / TIME : AM/PM (YES) (NO)
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MAHR LEONARD MANAGEMENT COMPANY

GEORGE J. MAHR DAVID N. LEONARD MARK F. O'MOLESKY JOHN D. KLING

5430 LBJ FREEWAY, SUITE 1070 DALLAS, TEXAS 75240 TELEPHONE: 214-960-7477 FACSIMILE: 214-960-7482

FACSIMILE TRANSMITTAL COVER SHEET

DATE: April 24, 1992

(including this cover sheet): _5
Name Mr. Gilbert P. Hvatt
Fax Number
Name Gregory L. Roth, Esquire Pretty, Schroeder, Brueggemann & Clark
Fax Number 213-489-4210
Name Vicki Weart

Message: Dear Gil and Greg,

I made reservations for you, George, David, Mr. Miki, Mr. Akaki, and Mr. Ogino at the Lakeway Inn in Austin for the nights of May 25, 26, and 27. Gil, your room does not include golf and is \$119 per night. The \$159 price on the remaining rooms includes unlimited golf and a golf cart for the first 18 holes. Mr. Ogino was included in the golfing because David said that he had been practicing and might play this time. Since I cannot officially set the tee times until May 18, the golfing arrangements can be altered in any way you wish; just let me know.

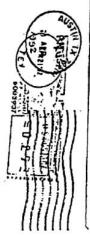
The telephone number for the hotel is 800-525-3929. The address for the hotel is listed on the attached brochures.

Return facsimiles can be sent to (214) 960-7482. For confirmation or service problems, call (214) 960-7477.

Thank You

H 02044

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Lakeway Inn A Conference Resort



Accommodations

Standard Room Pre Room Suite

*These rates include and service charges of Season months and i cation MSON 7-11/15/92 11/16/92-2/28/93 0.00 \$130.00 0.00 \$140.00

ireakfest for two. Taxes itional. Some Vacation ys require two or more

1800 535-3929

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Majestic Travel

6625 W. SAHARA AVE. • STE. I • LAS VEGAS, NV 89102 (702) 871-9499 • FAX (702) 871-9446 002537 ITINERARY INVOICE PAGE NO. 1

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Lakeway Inn A Conference Resort

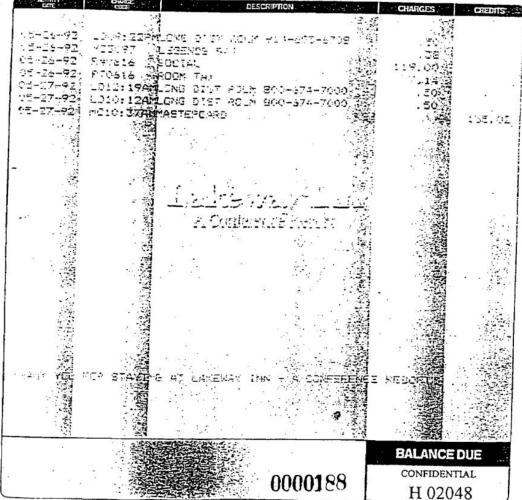
101 Lakeway Drive, Austin, Texas 78734 (512) 261-6600

BILLS ARE DUE AND PAYABLE WHEN PRESENTED

DEPARTURE DATE

FOLIO NUMBER

Managed by The Dolce Company





LAKEWAY RESORTS
- 101 LAKEWAY DR.
AUSTIN, TEXAS 73734
"WE HOPE YOU ENJOYED YOUR STAY"

MERCHANT: 000620551200 002-

MERCHANT: 000620551200 002-REF NO.: 990 008 DATE : 05/27/92 : 10:42 ACCT NO.: 5417400045527056 TYPE : HASTERCARD 07/93 AUTH NO.: 027655 CLERK : 0055 PRIOR SALE \$ 135.02

\$ 135.02

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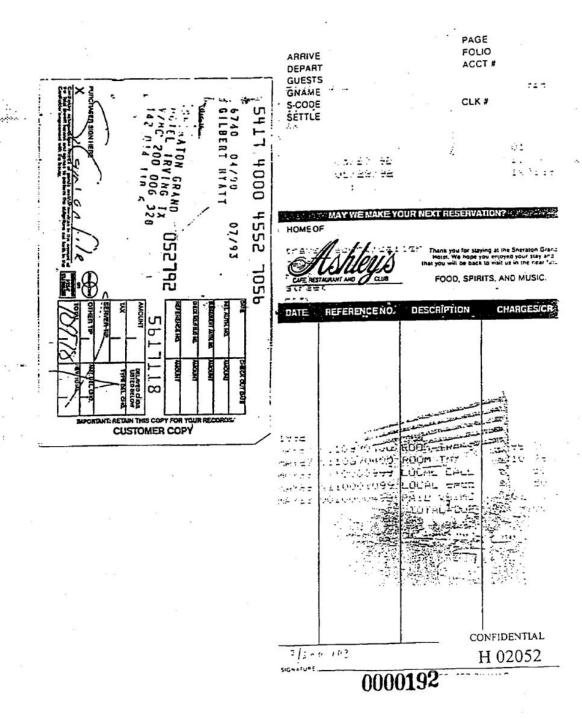
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NAME			AT UNCOUN CENTRE MIN LEU FREEWAY DALLAS, TEXAS 75210 E/E/H 5/A MAD
CITY/STATE			CROCKETTS" American Cuisine with a Southwestern Fluir. Open for Lunch and Dinner. "TERRACE CAFE"
COMPANY.		<u></u>	Open airium cale - Full service menu muhlable. Brasklast & Landroom Buffers. "Dalasi Best Sunday Brunch." "CRECKETES."
O CASH IOTORED	T (CAST STIPERSONAL CHIEFE)	APPET INCLUDED	English Solved Pub. Hopey Hour leakuring complementary bullet and Reduced Cochash Prices. "LABOYSCHOURZE"
agree that my liability for that the indicated person,	this bill is not maked and I agree to be held person company, or association fails to pay for the left	amount of the charges.	French Bakery & Del Stop - Lunch and Snocks on the run.
THIS HOTEL PROVIDES	A SAFE FOR THE PROTECTION OF YOUR	VALUABLES AND CAN TAKE NO RESP	ONSIBILITY FOR LOSS OR DAMAGE.

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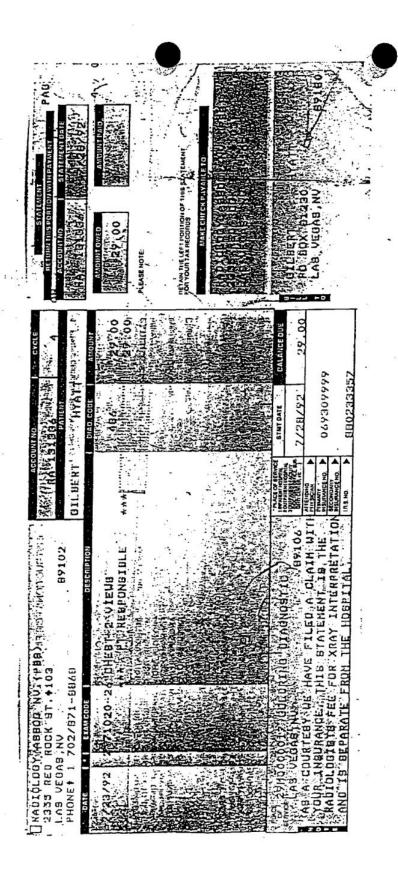


Pneumonia Records

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UNIVERSITY MEDICAL CENTER	
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CONDITIONS OF ADMISSION

Valley Hospital Medical Center Patient's Name: 1. GENERAL POLICY: All patients shall be admitted to Valley Hospital and assigned accommodations without distinction to color, national origin, age or handicapping condition. 2. GENERAL DUTY NURSING: The hospital only provides general duty nursing care. Under this system, nurses are called of the patient by a signal system. If the patient is in such condition as to need continuous or special duty nursing care, it should be all the patient of this legal representative, or his physicians, at the patient's sole cost and early legal that all more way be responsible for allure to provide the same and is hereby released from any and all fabrility a fact that sail patient is not provided with such additional care. 2. CONSENT TO TREATMENT: Knowing that any condition required diagnostic and medical or surgical treatment, I request VALLEY HOSPITAL and hereby consent to and authorite the physicians and associated personnel of the hospital to medical treatment and herethic consents of the said authorite the physicians and associated personnel of the hospital to read the results of any diagnostic medical, surgical, or therapeutic treatments as they may consider treat the condition for which I am being admitted. I have been given no guarantee and rely on none as to the results of any diagnostic medical, surgical, or therapeutic treatments, procedures or examinosins. I am aware that the practice of medicine and surgery is not an exact science and I admonded pet that no guaben made to me as to the results of any diagnostic medical, surgical, or therapeutic treatments, procedures or examinospital in addition to the laboratory studies command required during the hospital and abmonders or examinospital and the results of any diagnostic medical surgical purposes, or dispose of at its convenience any specimens, discuss or other matter taken if during hospital and administration is hereby particular to health or process or the process of the process of the process or process of the					0		-		
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such must be arranged by the patient, or his legal representative, or his physicians, at the patient's sole cost and exposition shall in on way be responsible for failure to provide the same and is hereby released from any and all fiability a fact that said patient is not provided with such additional care. 3. CONSENT TO TREATMENT: Knowing that my condition required diagnostic and medical or surgical treatment. I reques VALLEY HOSPITIAL and hereby consent to and authorize the physicians and associated personnel of the hospital to medical treatment and health care services, employ such types of anesthesia, use such treatments are made to me as to the results of any examinations. I am aware that the practice of medicine and surgery is not an exact science and lacknowledge that no gut been made to me as to the results of any diagnostic medical, surgical, or therapeutic treatments, procedures or examinations. I am aware that the practice of medicine and surgery is not an exact science and lacknowledge that no gut hospital. In addition to the laboratory studies normally required during the hospital stay, it may be necessary to test diseases in the event the eath care worker is exposed to blood or body fluids. I hereby authorize the hospital to retain, use for scientific or teaching purposes, or dispose of at its convenience any specimens, dissues or other mater taken if during hospitalization. Authorization is hereby granted to the attending physician to take any photographs as are deemed necessary. 4. RELEASE OF INFORMATION: I hereby authorize VALLEY HOSPITAL to release only such diagnostic and therapeutic information flording any treatment for alcohol or drug abuse) as may be necessary benefits entitled and to process payment claims for Health Care services provided to the above named patient. This authobe valid only for the time period necessary to actually process payment claims perianing to the patient but in any case shall valid 90 days from the date below. Any disclosure of Medical Record information by		1.	 GENERAL POLICY: All patients shall be admitted to Vall color, national origin, age or handicapping condition. 	lley Hos	pital and assigned a	ccommoda	tions without distin	ction to race, r	religio
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VALLEY HOSPITAL MEDICAL CENTER
620 Shadow Lane
620 Shadow Lane

388-4000

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3625 S. RAINHOW BLYD LAS VESAS 702-367-6113



ABOUT YOUR PRESCRIPTION

PLEASE CALL DAY BEFORE FOR REFILLS**

*** THIS DECRMATION MAY OR MAY NOT APPLY TO YOUR ***
*** SPECIFIC CONDITION. PLEASE CONSULT YOUR DOCTOR. ***

Tay take with meals if stomach upset occurs Take medication with a full glass of water Do not exceed recommended dosage Follow dosing directions very carefully. Not recommended for use while breast-feeding Do not use if there is a potential for pregnancy

RX#6033208 HYATT, GILBERT IOPHEN DM BARR DTY 100 07/27/92

WALMART

THIS IS YOUR TAX RECEIPT

PHARMACY HYATT, GILBERT
Dr. GOLDSMITH, IVAN
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3525 S. RAINEGN BLVD
Dr. Must Authorize Refill
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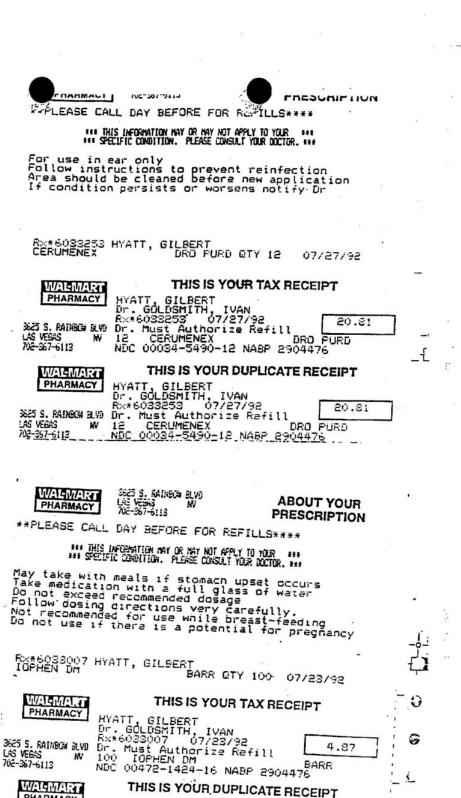
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INTERNA CINE - PEDIA TRICS
650 SHADOW LAN. SITE 15 - LAS VEGAS, NV 89108
PHONE (70) 356-0420

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IVAN L. GOLDSMITH M.D. 450 SHADOW LANE SUITE 15 LAS VESAS, NV 89106

TELEPHONE: 702-346-0420

GILBERT HYATT P.O. BOX 81230

LAS VEGAS, NV 89180

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DATE OF SERVICE	ENE SE	CODE	DESCRIPTION	:	AMOUNT
			BALANCE PRIGR TO 09-01-92	11.00	485.0
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07-18-92	3		PAYMENT - PRIMARY INSURANC		50.0
09-04-92			PRIMARY INSURANCE BILLED		

Thank You!

PLEASE PAY THIS AMOUNT

540.00

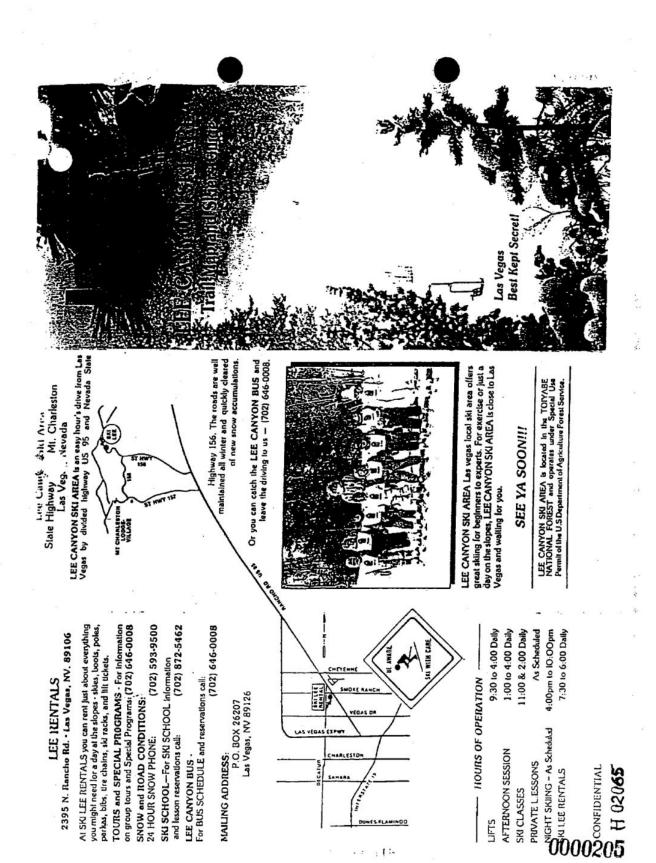
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IVAN L. DSMITH, M.D. MTERNAL MEDICINE - PEDIATRICS 650 SHADOW LANE, SUITE 15 - LAS VEGAS, NV 89106 PHONE (702) 366-0420

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Affiliations/Activities

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Las Vegas PC Users Group

A Non-Profit Corporation 316 Bridger Avenue, Suite 240 Las Vegas, Nevada 89101 Phone (702) 644-7885 Fax (702) 644-7855

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Director of Publicity Sandy Frunzi

Software Review & Program Chairman Dick Dickstein Gil Hyatt

P.O. Box 60028 Las Vegas, NV 89160

Dear Gil,

I enjoyed our brief conversation, and look forward to having you as a member of the Las Vegas PC Users Group.

To Help you determine if we are "your cup of tea," I have included a flyer, with application form, and a copy of the last two newsletters, *The Bytes of Las Vegas*.

Please call me next week, if you have any other questions.

0000207

A Charter Member of the Association of PC User Groups

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Membership Chairman This card is valid until May Card No. 887 is a member in good standing of LVPCUG Gilbert P. Hyatt This is to Certify that: Las Vegas PC Users Group

3276 Spring Mountain Road; Las Vegas Mevada 89102 Deseri Instant Print - (702) 362-1784

To about the dotted fine, and trim as necessary, for this card to fix in your walket or card carrier.

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Gil Hyatt P.O. Box 81230 Las Vegas, NV 89180

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First Interstate Bancorp, the parent company of the First Edward M. Carson is chairman and chief executive officer of \$25 Per Person/Open Seating • \$250 (Table of Ten) Reserved Seating RSVP by November 9 • 791-0000

Guest Speaker Mr. Edward M. Carson

chairman and chief executive officer in June, 1990. president and chief executive officer in 1977. In 1985 he was after graduating from Arizona State University. He also is a elected president of First Interstate Bancorp and became graduate of the Stonler School of Banking at Rutgers University career with First Interstate. He joined First National Bank of An Arlzona native, Mr. Carson has spent his entire banking the Arizona bank in 1973 and vice chairman in May, 1975, and Mr. Carson was elected chief operating officer and director of Arizona, predecessor to First Interstate Bank of Arizona, in 1951

Cordially Invites You To Our 1997 Nevada Development Authoric

Annual Meeting Luncheon ,

0000209

(A-B-C)

Desert Inn Hotel & Casino, Grand Ballroom
11:30 a.m. No Host Cocktails

12:00 Noon Luncheon

Thursday, November 12, 1992

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GILBERT P. HYATT P. O. BOX 81230 702-671-9899 LAS VEGAS, NV 89180 ÓRNIA FEDERAL BANK 1:322070019:0154 51205621 179

Gil Hyatt

P.O. Box 81230 Las Vegas, NV 89180-1230 Phone: (702) 871-9899

Fax: (702) 871-9397

Edward M. Carson is chairman and chief executive officer of First Interstate; Bancorp, the parent company of the First An Arizona native, Mr. Carson has spent his entire banking

career with First Interstate. He Joined First National Bank of

chaltman and chief executive officer in June, 1990.

elected president of First Interstate Bancorp and became president and chief executive officer in 1977. In 1985 he was Mr. Carson was elected chief operating officer and director of graduate of the Stonler School of Banking at Rutgers University after graduating from Arizona State University. He also is a Arisona, predecessor to First Interstate Bank of Arizona, in 1951

the Artzona bank in 1973 and vice chairman in May, 1975, and

\$25 Per Person/Open Seating • \$250 (Table of Ten) Reserved Seating (ISVP by November 9 • 791,0000

Thursday, November 12, 1992 Inn Hotel & Casino, Grand Ballroom (A.B.C) Cordially Invites You To Our 1997 Nevada Development Authority Annual Meeting Luncheon

0000210

11:30 a.m. No Host Cocktails

12:00 Noon Luncheon

Guest Speaker Mr. Edward M. Carson



Annual Meeting Luncheon November 12, 1992

Nevada Development Authority

Desert Inn Hotel & Casino

Grand Ballroom (A-B-C)

No Host Cocktails/Seating 11:30 AM Luncheon Noon Admission \$25 Per Person \$250 Per Table

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Mrs Jon Manage 386-6605

Ser. Bryan

M 8/17 breakfast.

Contry J. on Pointon

1401 5 Remilion

8:00 AM

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PIERCY, BOWLER, TAYLOR & KERN CERTIFIED PUBLIC ACCOUNTANTS, LTD

A PROFESSIONAL CORPORATION
6600 WEST CHARLESTON BLVD
. SUITE 11*
LAS YEGAS, NEVADA 89102
TELEPHONE (702) 384-1120
FAX (702) 870-2474

DATE: AUGUST 14, 1992

CLIENT NAME: GIL HYATT

TO: GIL HYATT

FROM: MICHAEL KERN

FAX NUMBER: 871-9397

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 1

MESSAGE: GIL,

JERRY SANDSTROM AND DENNIS STEIN FROM THE NEVADA DEVELOPMENT AUTHORITY WILL BE CALLING REGARDING THE MEETING WITH GOVERNOR MILLER. I SPOKE WITH JERRY SANDSTROM YESTERDAY AND THEY ARE VERY EXCITED TO MEET WITH YOU. PLEASE CALL IF THERE IS ANYTHING I CAN DO TO ASSIST.

THANKS.

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Ref: cloverne Miller scaping
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CED Economic Dev. Comission on
3770 Howard Hagles Parliamany
(702) 687-4325
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Officers and Founding Directors Richard H. Bawker Michael W. Kein L. Raiph Piercy Revelle B. Taylor PIERCY, BOWLER, TAYLOR & KERN
CERTIFIED PUBLIC ACCOUNTANTS, LTD.
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SEC Practice Section

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DATE: 9-1-92
CLIENT NAME: Odnin
TO: Cil Knoth
FROM: Mile Kein
FAX NUMBER: 871-9397
TOTAL NO. OF PAGES

MESSAGE:

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08/07/92 16:56 FAX 702 870 2474

P.B.T.& K.

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Meeting on August 11, 1992 at 9:30 a.m. with Governor Miller, Mike Kern and yourself at the Governor's office at 2501 E. Sahara.

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Assurance Technologies Discovering New Horizons

The 38™ Annual

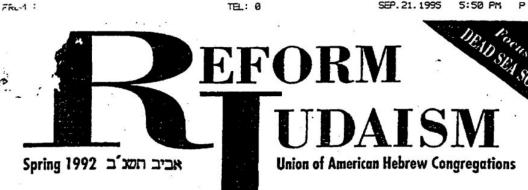
Riviera Hotel, Las Vegas, Nevada USA January (20) 21-23, 1992 (Monday, Jan. 20 Tutorial Sessions Only)

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CONGREGATION NER TANID 2761 Emerson Avenue Las Vegas, Nevada 89121 702/733-6292

STATEMENT

MR. GILBERT HYATT 3225 S. PECOS RD. LAS VEGAS, NV 89121

	TOTAL DUE	\$	520.00
OTHER:		s	.00
SCHOOL TUITION: \$ 0.00	SCHOOL TUIT. PAID: \$ 0.00	\$	0.00
KOL NIDRE: \$ 0.00	KOL NIDRE PAID: \$ 0.00	\$	0.00
1993 DUES: \$ 520.00	1993 DUES PAID: \$ 0.00	\$	520.00
1992 DUES: \$ 450.00	1992 DUES PAID: \$ 450.00	\$	0.00
BALANCE REHAINING - 1991	*	\$	0.00
STATEMENT DATE: 12/14/92	*************	MEHBER	NO. 0090

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333 N. GLENOAKS BLVD., SUITE 200

BURBANK, CA 91502-1170

TELEPHONE: (818) 556-2942

12/05/94

Mr. Michael W. Kern CPA c/o Piercy, Bowler, Taylor, & Kern 6600 West Charleston Blvd. Suite 118 Las Vegas, Nevada 89102

Re: Gilbert P. Hyatt 1991

Dear Mr. Kern:

As I indicated to you last week in our telephone conversation, the case for the above taxpayer has been transferred to me. I am submitting the following list as a document request for items needed to complete the audit. The audit may not necessarily be limited to these items. Please send copies of the following items to my office by January 5, 1995:

- Provide copies of any receipts, contracts, or other documentation for moving expenses which the taxpayer incurred in moving to Las Vegas.
- Provide a list of all of the taxpayer's bank accounts which were active during years 1990, 1991, and 1992.
- Provide copies of all checks written on bank accounts for 1991 and 1992. Please send front and back copies.
- Provide a list of all credit card accounts held by the taxpayer during years 1990, 1991, and 1992.

Thank you for your cooperation in this matter.

If you have any questions, please feel free to call.

Sheila Cox Tax Auditor

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STATE OF CALIFORNIA

FRANCHISE TAX BOARD

.333 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-15306-2942
TELEPHONE: (818)

1/06/95

Mr. Michael W. Kern CPA c/o Piercy, Bowler, Taylor, & Kern 6600 West Charleston Blvd. Suite 118 Las Vegas, Nevada 89102

Re: Gilbert P. Hyatt 1991

Dear Mr. Kern:

Based upon our telephone conversation yesterday, I am submitting the following revised list as a document request for items needed to complete the audit. You had indicated your concern about the cost which the taxpayer would have to bear in order to photocopy all of the documentation.

As I had explained to you on the telephone, I am not questioning whether or not Mr. Hyatt is in Nevada; I am trying to establish the date that he left California. The copies of the checks and credit card statements are required by our legal department. This documentation is necessary for analysis purposes to determine a pattern of the taxpayer's spending habits and to determine when the taxpayer severed ties with California and established ties in the state of Nevada.

The audit may not necessarily be limited to these items. Please send copies of the following items to my office by January 23, 1995:

- Provide copies of any receipts, contracts, or other documentation for moving expenses which the taxpayer incurred in moving to Las Vegas.
 (You had indicated in our phone conversation that the taxpayer owned a trailer and moved himself to California. Please send any documentation such as purchase receipts, registration, insurance, etc. to substantiate ownership of the trailer.)
- Provide a list of all of the taxpayer's bank accounts which were active during years 1990, 1991, and 1992. Include the location of each bank and the account numbers. (As I had indicated in our conversation, I will contact the banks myself, rather than have the taxpayer photocopy all of this information.)

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- Provide a list of all of the taxpayer's credit cards
 which were held by the taxpayer during years 1990, 1991, and
 1992. Include the account numbers.
 (As I had indicated in our conversation, I will contact the
 credit card companies myself, rather than have the taxpayer
 photocopy all of this information.)
- Provide copies of all phone bills for 1991 and 1992, including the final California phone bill and the Nevada phone bills. Also provide any bills for cellular phones owned by the taxpayer.
- Provide a list of all doctors and dentists which the taxpayer visited during 1990, 1991, and 1992.

Thank you for your cooperation in this matter. If you have any questions, please feel free to call.

Sheila Cox Tax Auditor

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ANCHISE TAX BOARD

3 N. GLENCARS BLVD., STE. 200
BURBANK, CA 91502-1170

Mr. Michael W. Kern CPA c/o Piercy, Bowler, Taylor, & Kern 6100 Elton Ave. #1000 Las Vegas, Nevada 89107

Re: Gilbert P. Hyatt 1991

Dear Mr. Kern:

I have received your letter dated January 10, 1995. Based upon our telephone conversation on January 5, 1995, I am submitting the following revised list as a document request for items needed to complete the audit. You had indicated your concern about the cost which the taxpayer would have to bear in order to photocopy all of the documentation.

As I had explained to you on the telephone, I am not questioning whether or not Mr. Hyatt is in Nevada; I am trying to establish the date that he left California. The copies of the checks and credit card statements are required by our legal department. This documentation is necessary for analysis purposes to determine a pattern of the taxpayer's spending habits and to determine when the taxpayer severed ties with California and established ties in the state of Nevada.

The audit may not necessarily be limited to these items. Please send copies of the following items to my office by February 3, 1995:

 Provide copies of any receipts, contracts, or other documentation for moving expenses which the taxpayer incurred in moving to Las Vegas.
 (You had indicated in our phone conversation that the taxpayer owned a trailer and moved himself to California. Please send any documentation such as purchase receipts, registration, insurance, etc. to substantiate ownership of the trailer.)

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2. Provide a list of all of the taxpayer's bank accounts which were active during years 1990, 1991, and 1992. Include the location of each bank and the account numbers. (As I had indicated in our conversation, I am willing to contact the banks myself, rather than have the taxpayer photocopy all of this information.)

As you had indicated in your letter dated 1/10/95 that you would provide a list of the banks and the cancelled checks, copies of the bank statements are also being requested.

3. Provide a list of all of the taxpayer's credit cards which were held by the taxpayer during years 1990, 1991, and 1992. Include the account numbers.
(As I had indicated in our conversation, I am willing to contact the credit card companies myself, rather than have the taxpayer photocopy all of this information.)

As you had indicated in your letter dated 1/10/95 that you would provide a list of the credit card accounts, copies of the credit card statements are also being requested.

- Provide copies of all phone bills for 1991 and 1992, including the final California phone bill and the Nevada phone bills. Also provide any bills for cellular phones owned by the taxpayer.
- Provide a list of all doctors and dentists which the taxpayer visited during 1990, 1991, and 1992.

As we had discussed, I will be willing to request any of the information from third parties myself if it is too voluminous to photocopy.

Thank you for your cooperation in this matter. If you have any questions, please feel free to call.

Sheila Cox Tax Auditor

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Certified Public Accountants & Business Advisors A Professional Corporation Telephone: (702) 384-1120

Fax: (702) 87(1-2-71

January 10, 1995

BUR JAN 1 3 1995 REC'D

Ms. Shiela Cox Tax Auditor State of California Franchise Tax Board 333 N. Glen Oaks Blvd. Suite 200 Burbank, California 91502-1170

Dear Ms. Cox:

In reference to the current Franchise Tax Board audit of Mr. Gilbert P. Hyatt's 1991 non-resident tax return information you have requested:

- Copies of any receipts, contracts, other documentation for moving expenses which the taxpayer incurred in moving to Las Vegas.
- A list of all of the taxpayer's bank accounts which were active during years 1990, 1991 and 1992.
- Copies of all checks written on bank accounts for 1991 and 1992.
- A list of all credit card accounts held by the taxpayer during the years 1990, 1991 and 1992.

We will provide the information to you.

If, in the interim, you have any questions, please do not hesitate to call.

Yours truly,

PIERCY, BOWLER, TAYLOR & KERN

Michael W. Kern

MWK:mlp

cc: Mr Gilbert P. Hyan

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95 Jones Plaza, Suite Itak: 6100 Elion

Lis Vegas, Nevada 89107

A Member of PBTK Services, LLC

RIORDAN & MCKINZIE

A PROFESSIONAL LAW CORPORATION

ORANCE COUNTY OFFICE
611 ANTON BOULEVARD
SUITE 1160
COSTA MESA. CALIFORNIA 92626
(7/14) 433-2900
FAX (7/14) 549-3244

EUGENE G. COWAN

DIRECT DIAL (213) 229-8515 CALIFORNIA PLAZA
300 SOUTH CRAND AVENUE
TWENTY-NINTH FLOOR
LOS ANCELES. CALIFORNIA 90071
TELEPHONE (23) 629-4824
FAX (23) 229-8550

February 22, 1995

WESTLAKE OFFICE

5743 CORSA AVENUE, SUITE 116 WESTLAKE VILLACE, CA 91362 (818) 706-1800 (805) 496-4653 FAX (818) 706-2056

> RICHARD J. RIORDAN (RETIRED)

> > FILE NO.

08-160-002

Ms. Sheila Cox Tax Auditor Franchise Tax Board 333 N. Glenoaks Boulevard Suite 200 Burbank, California 91502-1170

Re: Gilbert P. Hyatt - 1991 Taxable Year

Dear Ms. Cox:

In response to your letter dated January 20, 1995, the taxpayer, Gilbert Hyatt, has made the following records available for your review at the offices of Riordan & McKinzie, 300 South Grand Avenue, 29th Floor, Los Angeles, California 90071:

- 1. Moving. The taxpayer moved himself to Las Vegas with his own family's trailer. Schedule 1 sets forth the 1992 registration for the trailer. The taxpayer has no moving receipts.
- 2. <u>Bank Accounts</u>. The taxpayer maintained bank accounts in 1990 to 1992 as follows: (i) California Federal Bank in Las Vegas, Nevada; (ii) Valley Bank of Nevada in Las Vegas; (iii) Bank of America in Las Vegas; (iv) California Federal Bank in Cerritos, CA; (v) Irvine City Bank in Irvine, CA; and (vi) First Fidelity Thrift in Orange, CA. Schedule 2 sets forth (a) Bank account numbers for the above banks; (b) bank account statements for the Nevada banks; and (c) copies of cancelled checks and bank statements for the Nevada banks. The taxpayer opened his personal bank checking accounts in Las Vegas when he moved there in the latter half of 1991. The taxpayer was

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Please note that Valley Bank was acquired by Bank of America and hence the taxpayer's Valley Bank account became his Bank of America account.

RIORDAN & MCKINZIE

Ms. Sheila Cox February 22, 1995 Page 2

unable to find any statements for his Southern California bank accounts from 1990 to 1992.

- 3. <u>Credit Cards</u>. The taxpayer held the following credit cards in 1990 through 1992: Household, Chase, Bank of New York and MBNA. The credit card account numbers are set forth on Schedule 3. The taxpayer was unable to find any statements for the above credit card accounts for 1990 to 1992.
- 4. Phone Bills. The taxpayer does not have any 1991 to 1992 phone bills in his possession and is unable to obtain them from the appropriate telephone companies. The taxpayer did not own a cellular phone in 1991 or 1992. The taxpayer's phone number in 1990 and early 1991 in Southern California and the taxpayer's phone number in late 1991 and 1992 for his Las Vegas apartment are set forth on Schedule 4.
- 5. <u>Doctors</u>. The taxpayer's doctors that he visited in 1990 to 1992 are: (1) Dr. Myatt, Dentist, La Palma, California; Dr. Peloquin, Ophthalmologist, Fullerton, California; Dr. Hall, Dentist, Las Vegas, Nevada; Dr. Isenberg, Internist, Long Beach, California; and Dr. Edgar Hamer, Dermatologist, Los Alamitos, California.

Sincerely,

Eugene G. Cowan

Eugene G. Cowan
of RIORDAN & McKINZIE

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PAUL SUES

EUGENE G. COWAN

RIORDAN & MCKINZIE

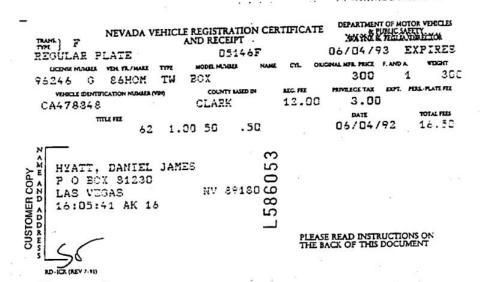
DIRECT DIP

CALIFORNIA PLAZA
300 SOUTH CRAND AVENUE
TWENTY-NINTH FLOOR
LOS ANCELES. CALIFORNIA 90071
TELEPHONE (213) 629-4824

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TRAILER



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RIORDAN & MCKINZIE

A PROFESSIONAL LAW COMPONATION

Ms. Sheila Cox February 22, 1995 Page 3

Schedule 2

Taxpayer's Bank Accounts 1990-1992:

California Federal Bank, Las Vegas, Nevada Acct Nos. 177-0016768-7; 177-0514457-7; 179-0512056-2

Valley Bank, Las Vegas, Nevada Acct. No. 210173019

Bank of America, Las Vegas, Nevada Acct. No. 210173019

California Federal Bank, Cerritos, CA Acct Nos. 004-0513796-4, 082-0522494-6

Irvine City Bank, Irvine, CA Acct. No. ?

First Fidelity Thrift and Loan, Orange, CA Acct. No. 016000296-3

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RIORDAN & MCKINZIE

Ms. Sheila Cox February 22, 1995 Page 4

Schedule 3

Taxpayer's Credit Card Accounts 1990-1992:

Household

Acct Nos. 4317-3410-1024-2499, 5418-2961-4100-6386, 5414-7410-1018-2135

Chase

Acct No. 4226-563-134-706

Bank of NY

Acct No. 5417-4000-4552-7056

MBNA

Acct No. 5329-0312-5816-5925

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RIORDAN & McKINZIE

A PROFESSIONAL LAW CORPORATION

Ms. Sheila Cox February 22, 1995 Page 5

Schedule 4

Taxpayer's phone numbers

Southern California 1990-1991: 714 995-1087

Las Vegas 1991-1992 (apartment): 702 735-7668

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Restaurants				
Hotels				
Restaurant	City	Date	Source	Bates
King Dragon –	Cerritos	01/02/1991	BNY	H0044
Sushi Kappo Hosaka -	Culver City	01/04/1991	BNY	
China Best Restaurant –				H0044
Stuart Anderson -	Cypress	01/12/1991	MBNA	H0050
Claim Jumper -	Los Alamitos			H0045
Chef Chu's	Los Altos	02/07/1991	BNY	H00450
Max's Opera Café				H00451
Cathedral Hill Hotel	San Francisco	03/02/1991	BNY	H00451
The Whole Enchilada	San Francisco Diamond Bar	03/04/1991	BNY	H00451
Dorint Hotel		03/17/1991	BNY	H00452
Pacific Meridien	Netherlands	03/31/1991	BNY	H00452
	Japan	04/21/1991	BNY	H00454
King Dragon – Eisaku Restaurant	Cerritos	04/23/1991	BNY	H00453
	La Palma	04/28/1991	BNY	H00453
Doubletree	Dallas, TX	05/20/1991	BNY	H00454
Courtyard	Buena Park	06/04/1991	BNY	H00454
Jake's South Bay	Chula Vista	06/05/1991	BNY	H00454
Sheraton Hotel	Cerritos	06/14/1991	BNY	H00455
Stuart Anderson –	Fullerton	06/30/1991	Chase	H00477
Sizzler	Costa Mesa	07/09/1991	Chase	H00477
Eisaku Restaurant	La Palma	07/15/1991	BNY	H00456
Narikoma Restaurant	Lakewood	07/18/1991	BNY	H00456
Buck Hom Restaurant	Mt. Baldy	07/20/1991	BNY	H00456
Baker's Square -	Cypress	07/28/1991	BNY	H00456
Cattleman's Wharf	Anaheim	08/31/1991	Chase	H00479
Narikoma Restaurant	Lakewood	09/06/1991	Chase	H00479
Au Fontaine Bleau	Los Angeles	09/17/1991	Chase	H00480
Hamburger Hamlet #12	Los Angeles	09/17/1991	Chase	H00480
Javan Restaurant	Los Angeles	09/17/1991	Chase	H00481
Velvet Turtle	Buena Park	09/19/1991	Chase	H00481
Mr. Stox	Anaheim	09/21/1991	Chase	H00481
Darms Deli	Los Angeles	09/25/1991	Chase	H00481
Hof's Hut	Buena Park	09/25/1991	Chase	H00481
Mr. Stox	Anaheim	10/02/1991	Chase	H00481
Mr. Stox	Anaheim	10/07/1991	MBNA	H00503
China Best Restaurant -	Cypress	10/10/1991	BNY	H00459
Sheraton Crystal	Virginia	10/17/1991	MBNA	H00503
Bob's Big Boy	New York	10/19/1991	MBNA	H00503
Marriot Hotels	Dallas, TX	10/21/1991	MBNA	H00503
Hilton Hotels	New York	10/22/1991	MBNA	H00503
King Dragon –	Cerritos	10/26/1991	Chase	H00483
King Dragon –	Cerritos	11/08/1991	Chase	H00483
Fiddlers	Fullerton	11/10/1991	Chase	H00483
Marriott Hotels	New York	11/22/1991	Chase	H00484
King Dragon -	Cerritos	11/26/1991	MBNA	H00503
Marie Callendar #50	Buena Park	12/03/1991	MBNA	H00503
Marie Callendar #50	Buena Park	12/04/1991	MBNA	H00503
King Dragon ~	Cerritos	12/04/1991	MBNA	H00503
Diamond China Restaurant	Las Vegas	12/10/1991	MBNA	H00508

Restaurants				
Hotels				
Restaurant	City	Date	Source	Bates
Dante Restaurant	Virginia	01/17/1992	MBNA	
Black Angus #4480	Cerritos	02/09/1992	Valley Bank of NV	H00912
Crescent Motel	Buena Park	03/08/1992	Chase	H00487
Velvet Turtle	Buena Park	03/16/1992	BNY	H00464
Crescent Motel	Buena Park	03/16/1992	BNY	H00464
Whitehouse Rest.	Anaheim	03/16/1992	BNY	H00464
Sahara F&B	Las Vegas	03/18/1992	BNY	H00464
Hakase Japanese	Las Vegas	03/18/1992	BNY	H00464
Sheraton Hotel	Cerritos	03/20/1992	BNY	H00464
Fish Market	Marina del Rey	03/24/1992	Chase	H00488
Scott's Seafood	Costa Mesa	03/24/1992	Chase	H00488
Crescent Motel	Buena Park	03/24/1992	BNY	H00464
Crescent Motel	Buena Park	03/30/1992	BNY	H00464
Delmonico Seafood	Los Angeles	03/30/1992	Chase	H00488
Country Inn	Las Vegas	04/03/1992	Chase	H00488
Diamond China Rest.	Las Vegas	04/03/1992	Chase	H00489
Cathay House Rest.	Las Vegas	05/15/1992	BNY	H00465
Caesar's Palace	Las Vegas	05/22/1992	BNY	H00465
Inter-Continental	San Francisco	05/26/1992	BNY	H00465
Reminton Seafood Grill	Addison, TX	05/26/1992	BNY	H00465
Doubletree	Dallas, TX	05/26/1992	BNY	H00465
Lakeway Resort	Austin, TX	05/27/1992	BNY	H00465
Sheraton Hotel	Irving, TX	05/28/1992	BNY	H00465
Mirage	Las Vegas	05/30/1992	BNY	H00465
Desert Inn	Las Vegas	06/03/1992	BNY	H00465
Horseshoe Club	Las Vegas	06/03/1992	BNY	H00465
Stardust hotel	Las Vegas	06/05/1992	Chase	H00496
Chinese Garden Rest.	Las Vegas	06/05/1992	BNY	H00466
Cathay House Rest.	Las Vegas	06/14/1992	Chase	H00496
Mirage	Las Vegas	06/19/1992	MBNA	H00508
El Rancho Hotel Casino	Las Vegas	06/19/1992	MBNA	H00508
Horseshoe Club	Las Vegas	06/22/1992	MBNA	H00508
Dunes Hotel	Las Vegas	06/25/1992	MBNA	H00508
Mirage	Las Vegas	06/25/1992	MBNA	H00508
Las Vegas Sands	Las Vegas	06/28/1992	BNY	H00467
Country Inn	Las Vegas	06/30/1992	MBNA	H00508
Dunes Hotel	Las Vegas	07/18/1992	MBNA	
Excalibur/Sherwood	Las Vegas	07/19/1992	MBNA	H00508
Country inn	Las Vegas	08/01/1992	MBNA	
Denny's	Artesia	08/05/1992	MBNA	H00508
Denny's	Artesia	08/06/1992		H00508
San Tong Rest.	Artesia	08/07/1992	MBNA	H00508
Sizzler	Las Vegas		MBNA	H00508
Keuken Dutch	Las Vegas	08/08/1992	MBNA	H00508
Country Inn	Las Vegas	08/08/1992	MBNA	H00508
as Vegas Sands	Las Vegas	08/17/1992	MBNA	H00508
Mirage	Las Vegas	08/19/1992	MBNA	H00508
Airage	Las Vegas		MBNA	H00508
Osaka Rest.	Las Vegas	08/31/1992	MBNA	H00508
Chung King Rest.	Las Vegas	08/31/1992	MBNA	H00508
Chasen's	Beverly Hills	09/01/1992	MBNA	H00509
mperial Palace	Las Vegas		Valley Bank of NV	H00838
Chasen's		09/16/1992	MBNA	H00508
Mirage	Beverly Hills	09/21/1992	Cal Fed Bank	H00565
mage	Las Vegas	10/11/1992	MBNA	H00508

Mirage	Las Vegas	10/15/1992	MBNA	H00508
Crescent Motel	Buena Park	10/19/1992	BNY	H00470
Hyatt Hotels	New York	10/25/1992	BNY	H00470
Las Vegas Sands	Las Vegas	10/25/1992	BNY	H00470
Shiek, Inc.	Las Vegas	11/16/1992	MBNA	H00509
Caesar's Palace	Las Vegas	11/18/1992	MBNA	H00509
Caesar's Palace	Las Vegas	11/19/1992	MBNA	H00509
Mirage	Las Vegas	11/20/1992	MBNA	H00508
Tony Roma #18	Las Vegas	11/20/1992	MBNA	H00509
Waterfront Hilton	Huntington Bch.	11/28/1992	MBNA	H00508
Crescent Motel	Buena Park	11/29/1992	MBNA	H00508
House of Pancakes	Anaheim	11/29/1992	MBNA	H00509
Disney Dining	Anaheim	11/29/1992	MBNA	H00509
Villa Nova	Newport Beach	11/30/1992	MBNA	H00509
L.A. Farm	Santa Monica	12/03/1992	MBNA	H00509
Waterfront Hilton	Huntington Bch.	12/04/1992	MBNA	H00508
Waterfront Hilton	Huntington Bch.	12/05/1992	MBNA	H00508
Breckenridge Hilton	Colorado	12/14/1992	MBNA	H00508



P. 10

P.O. BOX 6014, NEWARK, DE 19714

I 140

Payment Due Account Number 5417400045527056 05/04/92 1,719.42

MAKE CHECKS PAYABLE TO: BMY (DEL.) - MASTERCARD P.O. BOX SO7 NEWARK M.J. 07101-0507 GILBERT HYATT PO BOX 60028 LAS YEGAS NY 89160-0028

Do Next Swed Costs

18002 0455270561 00171942 00002900

Please write your account no. on your check and enclose this portion with your payment. If you have any customs about your account, please write or call of britains in a.m. and 9 p.m.
If you becomes your inquiry, you do not preserve your rights under least lies. Send inquiries to:

		Account Type		Account Number	Cred Live	-	-	1
	PF	EFERRED HASTER		5417400045527056	9,000	7,281	04/12/92	5/04/92
Posted) Tress	Reference	Number	Transaction	Description		D	abits/Credite
3/17	03/05	75419782076500	0000012598	FEDEX AB# 02015603726	REMAKIS	TN		13.00
3/17	03/07	75419782076500		FEDEX ABE 00453047840	HEMPHIS	TN	- 1	20.00
3/28	03/10	75419782077500		FEDEX AB# 00453047851		TN	- 1	15.50
3/18	03/16	70485302077284	316111772	VELVET TURTLE 4943	BUENA PARK	CA	1	25.79
3/18	03/16	70418362077524	708620034	CRESCENT MOTEL	BUENA PARK	CA	- 1	27.50
3/18	03/16	70419952077451	891500095	THEE WHITEHOUSE RESTAU	MAHEIM	CA	1	.243.12
3/20	03/18	80421182079454	989896232	BAHARA F & B	LAS VEGAS	MY	1	14.87
3/20	p3/19	70485302079286	055061780	HAXASE JAPANESE RSTR	LAS YEDAS	MV	1	17.78
3/23	03/20	70420822082183	631001960	SHERATON HOTELS CERRIT	CEURITOS	CA	1	15.18
3/23	03/20	80421632080980	058112431	ALLSTATE RENT A CAR	LAS YEEAS	MA		51.25
3/25	03/17	75419782084030	082041159	FEDEX AB# 00453047862	MEMPHIS	TH	1	14.00
3/26	03/24	70418362085970	263620010	CRESCENT MOTEL	BUENA PARK	CA	- 1	27.50
4/01	03/30	70418362091970	253520012	CRESCENT HOTEL	BUENA PARK	CA	1	27.50
4/06	04/04	75323502097800	179202191	PAYMENT - THANK YOU			1	108.00-
4/07	73/28	75419782097030	093023209	FEDEX AB# 00453048035	MEMPHIS .	TH	1	21.75
4/07	04/04	70410192097294	041468302		LAS YEEAS	MY	- 1	27.90
4/08	04/06	75421632099902	157085996	AMERICAN HAIR FORCE	MAHEDY	CA	- 1	12.95
4/08	04/06	70414462098323	898852078	HAL-HART 158400001584	LAS YEGAS SW	KA.		143.83

START YOUR SPRING OFF RIGHT! TAKE ADVANTAGE OF THE EXCLOSED COUPONS FOR GREAT SAYINGS EVERY TIME YOU RENT A CAR FROM HERIZ!

SUMMARY Purchases Advences	Previous	Purchases	Payments	Prenos Charge		New		
	Betance	Advances and Debits	and other	Personal Page	Trans- ection Fees	Balance	Amount Past Due	
	108.00	1,719.42	108.00	.00	.00	1,719.42	Industed in Management Payment	Your Moinum Paymon
TOTALS	108.00	1,719.42	108.00	.00	.00	1,719.42		29.00

TOUR FEE REBATE STATUS: USAGE TO DATE . \$4,416. ADDITIONAL USAGE REEDED BY 05/01 TO REACH \$12.50 REBATE = \$584. ADDITIONAL USAGE REEDED BY 05/01 TO REACH \$25 REBATE = \$3,084

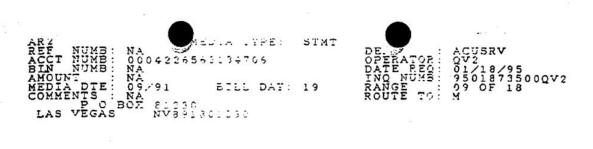
RATES APPLIED TO BALANCES AFA Transactions Purchasea 15.9004 15.9004 1.3254 _DC 1,3254 15.9004 15.9004 Advences .00

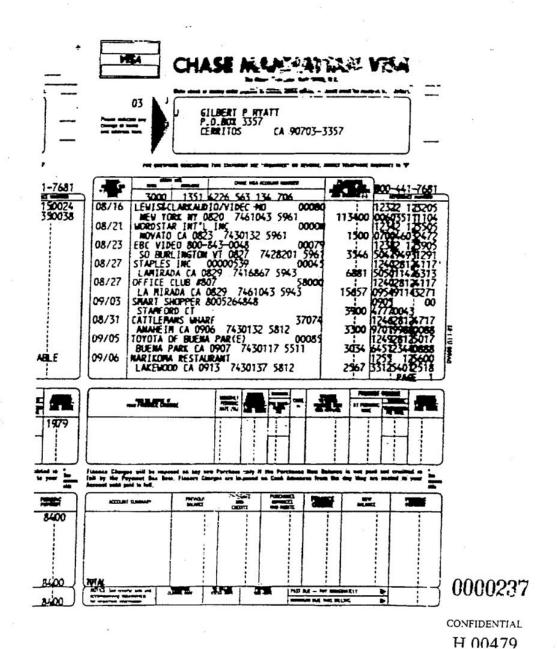
- YOU CAN AVOID ANY FINANCE CHARGES ON .
- PURCHASES IF YOU PAY YOUR PURCHASES .
- BALANCE IN FULL EVERY MONTH, .

The Bent of New York Dollars

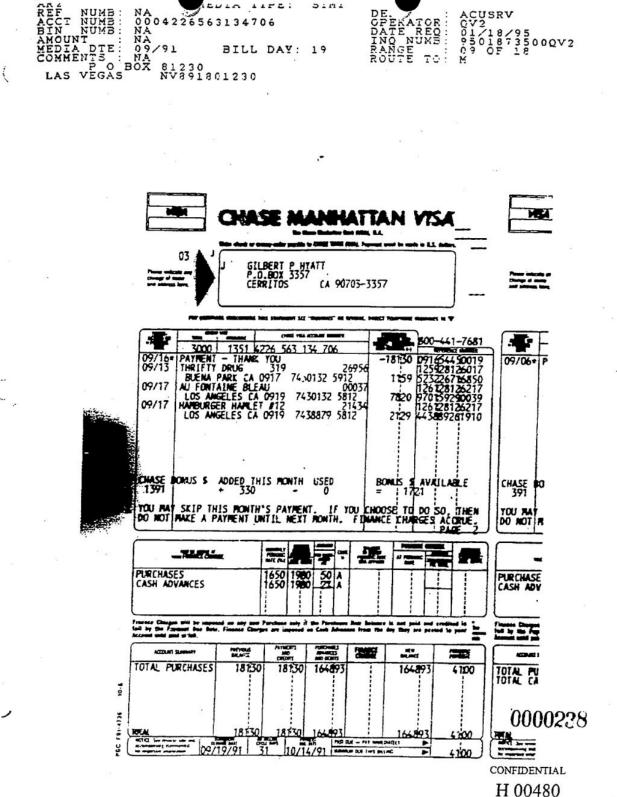
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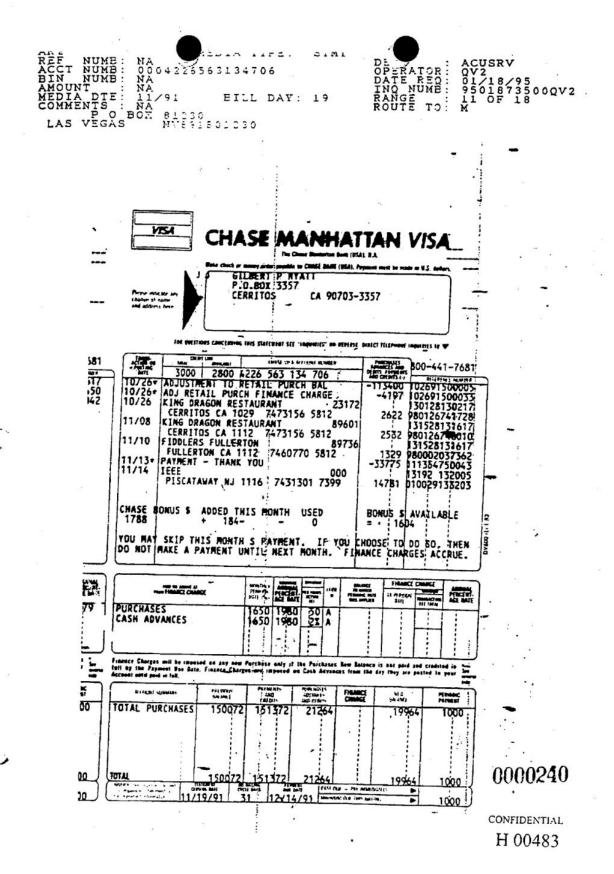


ARZ
REF NUMB: NA
ACCT NUMB: 0604226563134706
BIN NUMB: NA
AMOUNT: NA
MEDIA DTE: 10/91 BILL DAY: 19
COMMENTS: NA
POBOX 81230
LAS VEGAS NV891801230

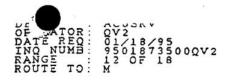
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OPERATOR: QV2
DATE REQ: 01/18/95
INQ NUMB: 9501873500QV:
RANGE 10 OF 18
ROUTE TO: M

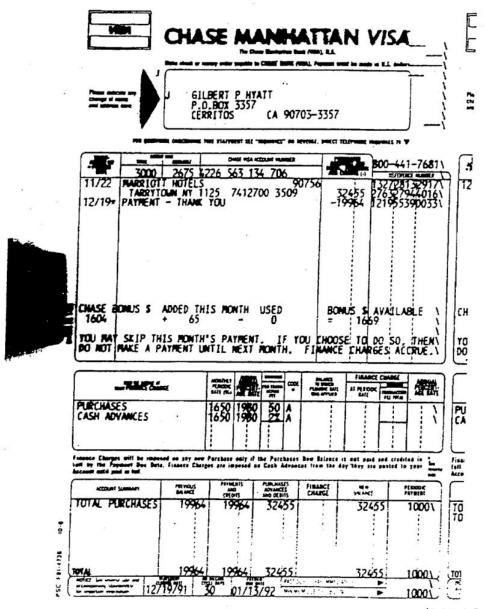
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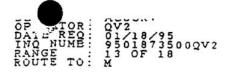


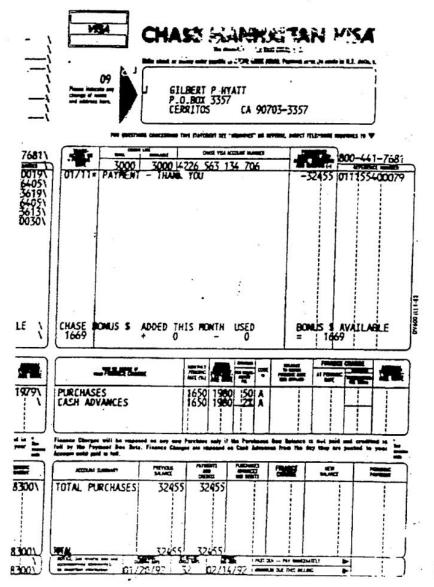


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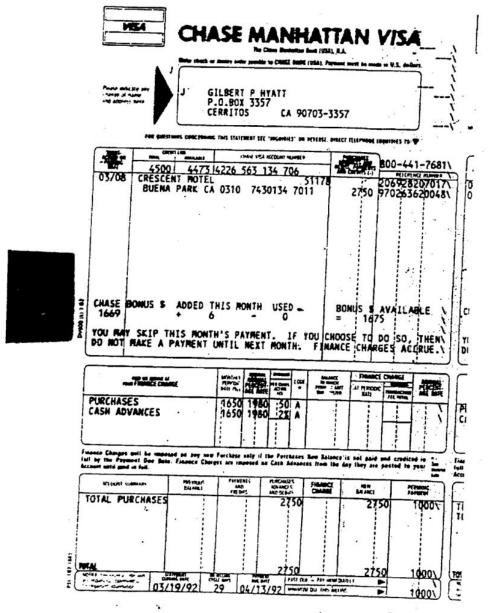




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REF NUME: NA
ACCT NUME: 0004 26563134706
BIN NUME: NA
AMOUNT : NA
MEDIA DTE: 03/92 BILL DAY: 19
COMMENTS : NA
PO BOX 81230
LAS VEGAS NVS91801230

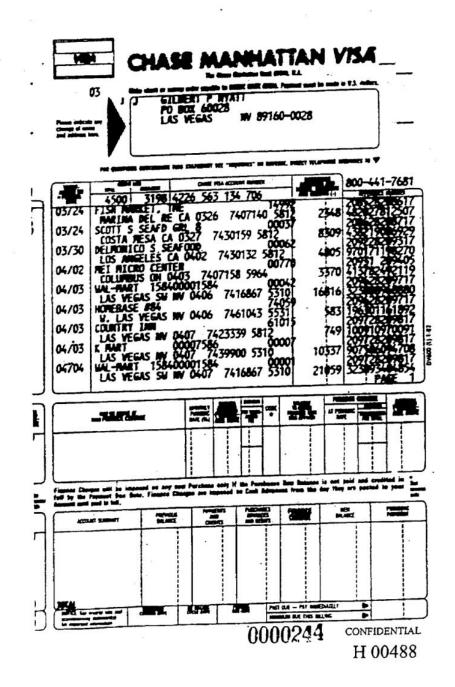
DATE REQ: 01/18/95 INO NUMB: 9501873500QV2 RANGE: 15 OF 18 ROUTE TO: M



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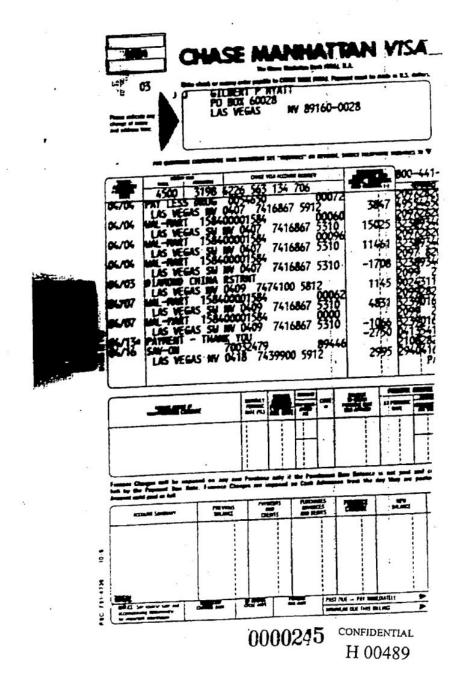


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#: 5329-0312-5816-5925

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THE MBNA AM CA'GOLD CARD 1991 YEAR-END SUMMARY OF CHARGES

Transaction Detail

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REFERENCE NUMBER	**	65430421242301362055056	55430421247301362078467 75313801298998391222404	65430421304301362065712	78410191337352562236423	5	78220001296091295476725	80410191295449017325925 70485301296601930950059		70485301289776326975626	70485301291776326975622	804216312505050505050	1648118400080000000000000000000000000000	7032680101000000000	76421181281422219281917	80410191294311009858026	70421261331980126741383	70419951338454175300304	70419961339980126740213	2170076714640777166416	80410181349904369347030	70267001121992721191105 70267001121992727203668	70411301137901997588006		79422931139043209024336	79431841135500078377592	79431841135500077550	804285711340800000644	2942194113598002059543
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RESTAURANT

CAR RENTAL

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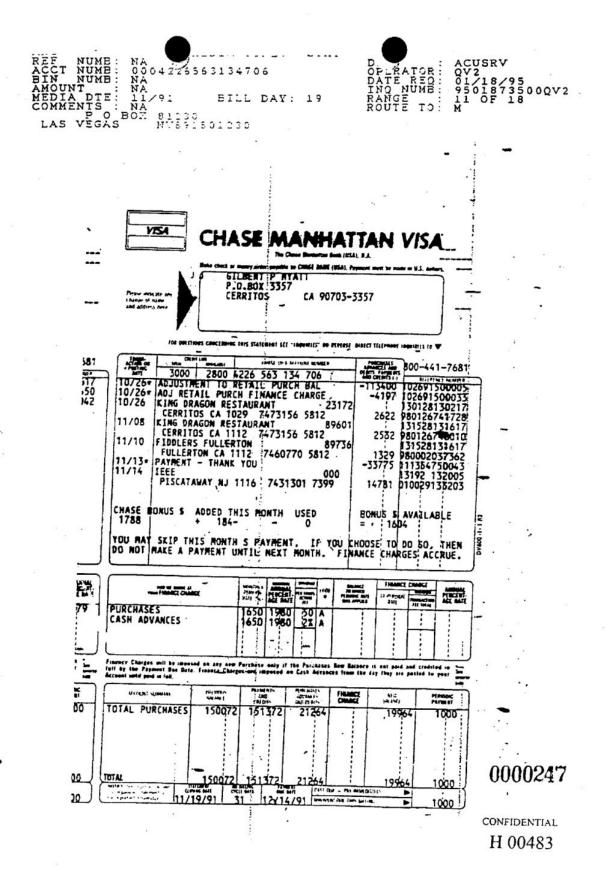
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DEPARTMENT STORES

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ACCOUNT

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195.) Year-End Summa., of Charges Transaction Detail

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FRANCHISE TAX BOARD

J33 N. GLENOAKS BLVD., SUITE 200

BURBANK, CA 91502-14706-2942

TELEPHONE: (818)

1/06/95

Mr. Michael W. Kern CPA c/o Piercy, Bowler, Taylor, & Kern 6600 West Charleston Blvd. Suite 118 Las Vegas, Nevada 89102

Re: Gilbert P. Hyatt 1991

Dear Mr. Kern:

Based upon our telephone conversation yesterday, I am submitting the following revised list as a document request for items needed to complete the audit. You had indicated your concern about the cost which the taxpayer would have to bear in order to photocopy all of the documentation.

As I had explained to you on the telephone, I am not questioning whether or not Mr. Hyatt is in Nevada; I am trying to establish the date that he left California. The copies of the checks and credit card statements are required by our legal department. This documentation is necessary for analysis purposes to determine a pattern of the taxpayer's spending habits and to determine when the taxpayer severed ties with California and established ties in the state of Nevada.

The audit may not necessarily be limited to these items. Please send copies of the following items to my office by January 23, 1995:

- Provide copies of any receipts, contracts, or other documentation for moving expenses which the taxpayer incurred in moving to Las Vegas.
 (You had indicated in our phone conversation that the taxpayer owned trailer and moved humself to California Piense send any documentation such as purchase receipts registration, incurance, etc. to substantiate ownership of the trailer.)
- Provide a list of all of the taxpayer's bank accounts which were active during years 1990, 1991, and 1992. Include the location of each bank and the ecount combenies

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- Provide a list of all of the taxpayer's credit cards
 which were held by the taxpayer during years 1990, 1991, and
 1992. Include the account numbers.
 (As I had indicated in our conversation, I will contact the
 credit card companies myself, rather than have the taxpayer
 photocopy all of this information.)
- Provide copies of all phone bills for 1991 and 1992, including the final California phone bill and the Nevada phone bills. Also provide any bills for cellular phones owned by the taxpayer.
- Provide a list of all doctors and dentists which the taxpayer visited during 1990, 1991, and 1992.

Thank you for your cooperation in this matter. If you have any questions, please feel free to call.

Sheila Cox Tax Auditor

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TATE OF CALIFORNIA

ANCHISE TAX BOARD

J N. GLENDARS BLVD., STE. 200
BURBANK, CA. 91502-1170

Mr. Michael W. Kern CPA c/o Piercy, Bowler, Taylor, & Kern 6100 Elton Ave. #1000 Las Vegas, Nevada B9107

Re: Gilbert P. Hyatt 1991

Dear Mr. Kern:

I have received your letter dated January 10, 1995. Based upon our telephone conversation on January 5, 1995, I am submitting the following revised list as a document request for items needed to complete the audit. You had indicated your concern about the cost which the taxpayer would have to bear in order to photocopy all of the documentation.

As I had explained to you on the telephone, I am not questioning whether or not Mr. Hyatt is in Nevada; I am trying to establish the date that he left California. The copies of the checks and credit card statements are required by our legal department. This documentation is necessary for analysis purposes to determine a pattern of the taxpayer's spending habits and to determine when the taxpayer severed ties with California and established ties in the state of Nevada.

The audit may not necessarily be limited to these items. Please send copies of the following items to my office by February 3, 1995:

 Provide copies of any receipts, contracts, or other documentation for moving expenses which the taxpayer incurred in moving to Las Vegas.
 (You had indicated in our phone conversation that the taxpayer owned a trailer and moved himself to California. Please send any documentation such as purchase receipts, registration, insurance, etc. to substantiate ownership of the trailer.

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2. Provide a list of all of the taxpayer's bank accounts which were active during years 1990, 1991, and 1992. Include the location of each bank and the account numbers. (As I had indicated in our conversation, I am willing to contact the banks myself, rather than have the taxpayer photocopy all of this information.)

As you had indicated in your letter dated 1/10/95 that you would provide a list of the banks and the cancelled checks, copies of the bank statements are also being requested.

3. Provide a list of all of the taxpayer's credit cards which were held by the taxpayer during years 1990, 1991, and 1992. Include the account numbers.
(As I had indicated in our conversation, I am willing to contact the credit card companies myself, rather than have the taxpayer photocopy all of this information.)

As you had indicated in your letter dated 1/10/95 that you would provide a list of the credit card accounts, copies of the credit card statements are also being requested.

- 4. Provide copies of all phone bills for 1991 and 1992, including the final California phone bill and the Nevada phone bills. Also provide any bills for cellular phones owned by the taxpayer.
- Provide a list of all doctors and dentists which the taxpayer visited during 1990, 1991, and 1992.

As we had discussed, I will be willing to request any of the information from third parties myself if it is too voluminous to photocopy.

Thank you for .our cooperation in this matter. If you have any questions, please feel free to call.

Sheila Cox

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STATE OF CALIFORNIA

FRANCHISE TAX BOARD 33 N. GLENOAKS BLVD., SUITE 200 BURBANK, CA 91502-1170 556-2942 TELEPHONE: (818)

3/1/95

Mr. Michael W. Kern CPA c/o Piercy, Bowler, Taylor, & Kern 6100 Elton Ave. #1000 Las Vegas, Nevada 89107

Re: Gilbert P. Hyatt 1991

Dear Mr. Kern:

Based upon my meeting with Mr. Eugene Cowan at his office last week, I am submitting the following revised list as a document request for items needed to complete the audit. You had indicated your concern about the taxpayer's privacy. I have given Mr. Cowan documentation regarding the FTB Security and Disclosure Policy. I can assure you that all documents sent to me will be kept private.

I had indicated to Mr. Cowan that I will need copies of all of the bank information which I examined at his office on February 23, 1995. He said that he would send copies of these documents to me. I had also indicated that I would need to request the other bank information for the California bank accounts. In order to do this, I will need signed authorization from the taxpayer. Mr. Cowan had indicated that the taxpayer would be willing to do so. I have enclosed the FTB Form 2590 for each entity. Please have the taxpayer sign each form and send these back to me by March 20, 1995.

Some of the information obtained at the meeting was not complete, so I will have to request information such as account numbers, etc. I have indicated on the next page where such additional information is needed.

	3/1/95 Cox	A Feet \$	Return Receipt Showing to Whom, Date, and Addressed's Address	Return Receipt Showing to Whom & Date Delivered	Restricted Delivery Fee	Special Delivery Fee	Cartilled Fee	Posings (Las Vegas NV 84107	6100 Elton Way # 1000	Michael W. Korn CPA	Mo Insurance Coverage Provided	Certified Mail	z 239, 601 109
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The following additional information is needed:

BANK INFORMATION

 Irvine City Bank Account - Irvine, California I need the bank account number.

2. Union Bank

Account Name: Pretty, Schroeder, Brueggemann and Clark

Client Trust Account

Account Number: 10051-9635 Routing Number: 12200496

This account was noted during examination of the workpaper file. This account was listed as the payment account for the wire transfer in the Patent Agreement with Mr. Hyatt and Matsushita dated November 4, 1991. This account was also listed in the Patent Agreement with Mr. Hyatt and Fujitsu dated 10/24/91. I need a copy of the bank statement to determine the dates that the wire transfers were made.

 Franklin Federal Money Fund Payable through Bank of America 530 Lytton Avenue P.O. Box 180 Palo Alto, CA 94301

This account was noted during examination of the workpaper file. Please send copies of the bank statements and cancelled checks for 1991 and 1992. If the taxpayer does not have these items, they will be requested with the taxpayer's authorization. See copy of cancelled check from workpaper file

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CREDIT CARD INFORMATION

4. I will need the taxpayer to request the statements from the credit card companies himself. I have called the credit card companies, and they do not provide third party information. I believe that the cost of obtaining the statements, if any, is minimal. I will need the statements for all of 1991 and all of 1992. The following account statements are needed:

Credit Card Accounts:

Household 4317-3410-1024-2499

Household 5418-2961-4100-6386

Household 5414-7410-1018-2135

Chase 4226-563-134-706

Bank of New York 5417-4000-4552-7056

MBNA 5329-0312-5816-5925

TELEPHONE INFORMATION

Regarding the telephone information, I will investigate to determine how long each company retains the billing statements. At a later date, I may decide to request authorization from the taxpayer to determine dates that the service was established, etc.

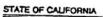
Thank you for your cooperation in this matter. If you have any questions, please feel free to call.

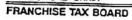
Sheila Cox Tax Auditor

cc: Eugene Cowan

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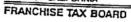






located at 2200 W. Orangewood Suite 110 Orange, CA 92668 Address of Financial Institution to release to the California Franchise Tax Board financial records in the name(s) of Gilbert P. Hyat Financial Institution Account Number(s) 016000296-3 covering the period from 1/1/91 to 12/31/92 The statutory purpose for which the information is to be obtained is for administration of and compliance with california Personal Income Tax and Bank and Composition Tax Leave administration of and compliance with	yatt	of Gilbert P. Hy	Orange, Constitution	Name of Financial uite 110 Address of Financial financial reco	gewood Su ise Tax Board	W. Orang	2200 W	o release to
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nature of Taxpayer or Corporate Officer Signature of Taxpayer or Corporation Officer	ENTIAL	00002 CONFIDEN				us six months.	Current date plus :	sture of Taxoay







Authorization to Release Financial Information to The Franchise Tax Board

lauthorize Irvine City Bank		
w w	Name of Financial Institution	
20.20		
located at 2400 Michelson D	r. Box 19642 Irvine, CA	92713-9642
	Address of Financial Institution	
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to release to the California Franchise Tax	Board Face del	· ·
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October 1, 1995		
Current date plus six months.	_	
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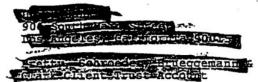
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CONFIDENTIAL

The foregoing ment shall be made by transfer of immediately available funds to:

BANK:



ACCOUNT NAME:

ACCOUNT NUMBER: 10051 9535

MAEK: ELUUJI-9.0332

ROUTING NUMBER: 1222000496

4.2 COMPANY shall not be entitled to deduct and withhold any tax in respect to the payment made under Section 4.

SECTION 5 - TERM AND ASSIGNABILITY

- 5.1 The term of this Agreement shall be from the EFFECTIVE DATE until the expiration of the last to expire of the LICENSED PATENTS.
- 5.2 This Agreement is personal to COMPANY and may not be assigned or transferred in whole or in part by COMPANY except with the prior written consent of HYATT and with the approval of any governmental authority as then may be required.
- 5.3 This Agreement shall be assignable by HYATT and shall inure to the benefit of HYATT and his successors and assigns who shall be bound by the terms hereto.

SECTION 6 - REPRESENTATIONS and WARRANTIES

- 6.1 HYATT represents and warrants to COMPANY that:
- (a) HYATT owns or has the right to grant to or for the benefit of COMPANY the rights and privileges granted under this Agreement;

-6-

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CONFIDENTIAL
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STATE OF CALIFORNIA FRANCHISE TAX BOARD

FOLLOW-UP NOTICE

Enclosed is a copy of a letter previously mailed to you. We cannot locate a reply.

Please send the requested information within ten (10) calendar days.

If the information is not sent, we will issue a tax assessment based on available information. In addition to the tax assessment, the law allows the Franchise Tax Board to assess a penalty of 25% of the additional tax for failure to provide information upon written request.

Date 3/23/95

FTB 4311A (REV 12-87)

SENDER: Complete learns 1 and/or 2 for additional services.	I also wish to receive the
Complete items 3, and 4a & b. Print your name and address on the reverse of this form so that we can enture this card to you.	fee): 1. Addressee's Address
 Attach this form to the front of the mailpiece, or on the beck if space does not sermit. Writz "Return Receipt Requested" on the mailpiece below the article number. The Return Receipt will show to whom the article was delivered and the date 	<u> </u>
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STATE OF CALIFORNIA

FRANCHISE TAX BOARD

3 N. GLENOAKS BLVD., SUITE 200

(RBANK, CA 91502-1170

TELEPHONE: (818)

3/1/95

Mr. Michael W. Kern CPA c/o Piercy, Bowler, Taylor, & Kern 6100 Elton Ave. #1000 Las Vegas, Nevada 89107

Re: Gilbert P. Hyatt 1991

Dear Mr. Kern:

Based upon my meeting with Mr. Eugene Cowan at his office last week, I am submitting the following revised list as a document request for items needed to complete the audit. You had indicated your concern about the taxpayer's privacy. I have given Mr. Cowan documentation regarding the FTB Security and Disclosure Policy. I can assure you that all documents sent to me will be kept private.

I had indicated to Mr. Cowan that I will need copies of all of the bank information which I examined at his office on February 23, 1995. He said that he would send copies of these documents to me. I had also indicated that I would need to request the other bank information for the California bank accounts. In order to do this, I will need signed authorization from the taxpayer. Mr. Cowan had indicated that the taxpayer would be willing to do so. I have enclosed the FTB Form 2590 for each entity. Please have the taxpayer sign each form and send these back to me by March 20, 1995.

Some of the information obtained at the meeting was not complete, so I will have to request information such as account numbers, etc. I have indicated on the next page where such additional information is needed.

0000262

3/108

2/-1

The following additional information is needed:

BANK INFORMATION

 Irvine City Bank Account - Irvine, California I need the bank account number.

2. Union Bank

Account Name: Pretty, Schroeder, Brueggemann and Clark Client Trust Account

Account Number: 10051-9635 Routing Number: 12200496

This account was noted during examination of the workpaper file. This account was listed as the payment account for the wire transfer in the Patent Agreement with Mr. Hyatt and Matsushita dated November 4, 1991. This account was also listed in the Patent Agreement with Mr. Hyatt and Fujitsu dated 10/24/91. I need a copy of the bank statement to determine the dates that the wire tranfers were made.

Franklin Federal Money Fund Payable through Bank of America 530 Lytton Avenue P.O. Box 180 Palo Alto, CA 94301

This account was noted during examination of the workpaper Please send copies of the bank statements and cancelled checks for 1991 and 1992. If the taxpayer does not have these items, they will be requested with the taxpayer's authorization. See copy of cancelled check from workpaper file

3/108.1

CREDIT CARD INFORMATION

4. I will need the taxpayer to request the statements from the credit card companies himself. I have called the credit card companies, and they do not provide third party information. I believe that the cost of obtaining the statements, if any, is minimal. I will need the statements for all of 1991 and all of 1992. The following account statements are needed:

Credit Card Accounts:

Household 4317-3410-1024-2499

Household 5418-2961-4100-6386

Household 5414-7410-1018-2135

Chase 4226-563-134-706

Bank of New York 5417-4000-4552-7056

MBNA 5329-0312-5816-5925

TELEPHONE INFORMATION

Regarding the telephone information, I will investigate to determine how long each company retains the billing statements. At a later date, I may decide to request authorization from the taxpayer to determine dates that the service was established, etc.

Thank you for your cooperation in this matter. If you have any questions, please feel free to call.

Sheila Cox Tax Auditor

cc: Rugene Cowan

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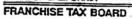
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STATE OF CALIFORNIA FRANCHISE TAX BOARD



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4.2 COMPANY shall not be entitled to deduct and withhold any tax in respect to the payment made under Section 4. SECTION 5 - TERM AND ASSIGNABILITY

- 5.1 The term of this Agreement shall be from the EFFECTIVE DATE until the expiration of the last to expire of the LICENSED PATENTS.
- 5.2 This Agreement is personal to COMPANY and may not be assigned or transferred in whole or in part by COMPANY except with the prior written consent of HYATT and with the approval of any governmental authority as then may be required.
- 5.3 This Agreement shall be assignable by HYATT and shall inure to the benefit of HYATT and his successors and assigns who shall be bound by the terms hereto.

SECTION 6 - REPRESENTATIONS and WARRANTIES

- 6.1 HYATT represents and warrants to COMPANY that:
- (a) HYATT owns or has the right to grant to or for the benefit of COMPANY the rights and privileges granted under this Agreement;

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CONFIDENTIAL 3/36.9 H 01635



STATE OF CALIFORNIA

RANCHISE TAX BOARD .3 N. GLENOAKS BLVD., SUITE 200 BURBANK, CA 91502-1170 TELEPHONE: (818) 556-2942

5/31/95

Mr. Michael W. Kern CPA c/o Piercy, Bowler, Taylor, & Kern 6100 Elton Ave. #1000 Las Vegas, Nevada 89107

Re: Request for Information Gilbert P. Hyatt 1991

Dear Mr. Kern:

A document request was sent to your office on March 1, 1995. A second copy of this letter was sent to your office on March 23, 1995. Since that date I have received your letter of status dated April 13, I then received your letter dated April 19, 1995 which contained information about the following accounts:

- First Fidelity thrift and Loan Association Account 0160002963
- California Federal Bank Account 082-0522494-6
 California Federal Bank Account 004-0513065-8 **
- 4. California Federal Bank Account 004-0513798-2
- 5. California Federal Bank Account 004-0513797-3 **
- California Federal Bank Account 004-0514457-7
 California Federal Bank Account 179-0512056-2
- 8. California Federal Bank Account 177-0016768-7 9. Bank of New York Credit Card Account 5417-4000-4552-7056
- ** See copies of statement enclosed. Checks were written on this account. Copies of these checks are needed.
- I then received your letter dated May 8, 1995 which contained the information about the following account:
- 1. Bank of America Account 21-210173019

These Bank of America statements had already been sent with the first documents sent by Eugene Cowan.

0000270

CONFIDENTIAL H 01832

The following additional information is still needed to complete the audit:

- Irvine City Bank Account Irvine, California
 Bank account number, statements, cancelled checks, etc.
 for 1991 and 1992.
- Franklin Federal Money Fund
 Payable through Bank of America
 530 Lytton Avenue
 P.O. Box 180
 Palo Alto, CA 94301

Copies of the bank statements and cancelled checks for 1991 and 1992.

CREDIT CARD INFORMATION

- Statements for all of 1991 and all of 1992 for the following accounts:
- 1. Household 4317-3410-1024-2499
- 2. Household 5418-2961-4100-6386
- 3. Household 5414-7410-1018-2135
- 4. Chase 4226-563-134-706
- 5. MBNA 5329-0312-5816-5925

This information requested is required by our legal department. This documentation is necessary for analysis to determine a pattern of the taxpayer's spending habits and to determine when the taxpayer severed ties with California and established ties in the state of Nevada. Please send this information to my office by June 30, 1995.

Sheila Cox Tax Auditor

cc: Eugene Cowan

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II 01833

Officers and Founding Directors Richard H. Bowler Michael W. Kern L. Ralph Piercy Revelle B. Taylor

September 8, 1993

PIERCY, BOWLER, TAYLOR & KERN CERTIFIED PUBLIC ACCOUNTANTS, LTD.

A Professional Corporation
A Member of the AICPA
SEC Practice Section

6600 West Charleston Blvd., Suite 118 Las Vegas, Nevada 89102

> Telephone (702) 384-1120 Fax (702) 870-2474

Mr. Mark Shayer Tax Auditor Franchise Tax Board 6150 Van Nuys Boulevard Room 100 Van Nuys, California 91401

Dear Mr. Shayer:

Regarding your August 17, 1993 correspondence requesting additional information for Mr. Gilbert P. Hyatt, we are or we will be providing the following:

- Copies of all contracts/agreements regarding the Micro Processor chip between:
 - A. Hyatt and Fujitsu
 - B. Hyatt and Matsushita
 - C. Hyatt and Philips
 - D. Hyatt and Pioneer

As we discussed, this information will be made available for you to review. We have made arrangements with Eugene Cowan, Esq. of Riordan & McKinzie to have this information available at his office. Please call him at his phone number 213-629-4824 to arrange a meeting. His address is California Plaza, 300 South Grand Avenue, 29th Floor, Los Angeles, California 90071.

The 1991 Schedule C for LCD/Computers Business deducted \$24,267,350 in commissions and fees. These amounts summarized with attached documentation are as follows:

Date	Check Number	a tr a		
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11-24-91	13	Philips		10,608,648
11-07-91	10	Philips		5,121,714
11-07-91	8	Mahr Leonard	10	2,250,000
08-09-91	*	Mahr Leonard		40,000
	*~	Patent Office Fees		1,060
	*	Patent Office Fees		4,895
11-24-91	12	Philips		31,587
11-07-91	9	Philips		2,459,446
Total			*	\$24,267,350
				224,207,330

* Mr. Hyatt should be able to provide photocopies of thes 0000272 checks shortly, if necessary.

CONFIDENTIAL

Mr. Mark Shayer Tax Auditor Franchise Tax Board Van Nuys, California

September 8, 1993

- 3. Research and development expenses of \$233,886 were deducted on the 1991 Schedule C. We have attached check number 265 made payable to Leetronics Corporation in the amount of \$250,000. The difference represents the amount of the R&D credit taken on the 1991 U.S. Individual Income Tax Return and reduces the deductible expense.
- 4. You have requested a copy of the closing escrow statement for the sale of the LaPalma home at 7841 Jennifer Circle. There was no escrow used in the sale, therefore, we are attaching a photocopy of the Grant Deed and Note Secured by Deed of Trust.
- We are attaching a copy of the rental agreement for the apartment on 3225 S. Pecos Road in Las Vegas, Nevada.
- 6. A copy of the closing escrow statement for the purchase of the home in Las Vegas, Nevada will be made available for review at Mr. Cowan's office as we discussed.

If you have any questions, please do not hesitate to call.

Yours truly,

PIERCY, BOWLER, TAYLOR & KERN

Muka new

Michael W. Kern

MWK:mlp Enclosures

cc: Mr. Gilbert Hyatt (w/ enclosures) Eugene Cowan, Esq. (w/ enclosures)

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	FRANKLIN FEDERAL MONEY FUND PAYABLE THROUGH BANK OF AMERICAZ 9 9 1 S30 LYTTO 80 VENUE P. O. BOX 180 PALO ALTO, CA 94301	12
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Three Million Seven Hunder Forty Thomson	DOLLARS
GILBERT P HYATT 7841 JENNIFER CIR LA PALMA CA 90623	I P. Arett
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01	FRANKLIN FEDER		265
	PAYABLE THROUGH BANK (530 LYTTON AVENUE P.O. BOI 180	OF AMERICA	Dec 28 - 109/1
FRANKLIN	PALO ALTO, CA. 94301		11-35/1210
PAY TO THE ORDER OF	Tectrome	1600.	:250,000.00
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GILBERT P. HY		DA É LE E	VALID FOR LESS THAN \$100.00
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	RECORDING REC		:
	GRANTEE		
	THE MAIN MECHANIS HAVE TO		
-	- GRACE JENG	12	
-	12419 Dawn Lane		
0	Cerritos, CA 90703		
		2 2	
*	GRACE JENG		
-	. 12419 Dawn Lane Cerritos, CA 90703		
Cor. I			39
		SPACE ABOVE THIS LINE FOR RECORDER'S USE	
	C	cant Deed	
		ED BY TRUSTORS SECURITY SERVICE	
1			181679
	The undersigned Grantor (s) declare (s) under penalty of	perjury that the following is true and correct:	1
946	Documentary transfer lat is \$152.50	· 107	1
046 PARCEL	(X) computed on full value of property conveyed, of computed on full value less value of liens and e	armhrana amilia a i	1
	() Unincorporated area: (X) City of La	Palma and	
,	FOR A VALUABLE CONSIDERATION, receipt of	which is hereby acknowledged.	
	GILBERT P. HYATT		
2 =			
7:1	hereby CRANT(S) to		
'	GRACE JENG		-
. 1	the following described real property in the City of	4 *- *- *-	İ
l š		ate of California:	
263	LOT 131, TRACT 6055, AS PER MAP		
71	15 THROUGH 17 INCLUSIVE	RECORDED IN BOOK 222 PAGES	
1	Commonly known as 7941 Tonnis		
E	Commonly known as 7841 Jennifer	Circle, La Palma, California	1
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ž			• [
ē			
₫			1
5			19 4
sessors Identification Number:	2.7.1	11 11 10 11	
1	Dated October 1, 1991	a Gellert P. Hyett	1
٦	State of California	GILBERT P. HYRTY	
- 1			
	County of <u>Orange</u> On		
	before me,		1
	personally appearedGILBERT P. HYATT		1
- 1	personally known to me (or proved to me on the basis of subscribed to the within instrument and acknowledged to	satisfactory evidence) to be the person(s) whose name(s) is/are ne that he/she/they executed the same in his/her/their authorized	7.0
	capacity(ies), and that by his/her/their signature(s) on the	ne trust not sine/ they executed the same in his/her/their authorized a instrument the person(s), or the entity upon behalf of which the	CONFIDENTIAL HO124(
		The second second	点以
	WITNESS my hand and official seal.		
			No II
	Signature		
		- (This pay he sales) majorid wert	0000280
	Title Order No Ferror Laws		0000000
	Escrow, Loan pr	Attorney File No.	. 14 2

NOTE SECURED BY DEED OF TRUST

1			(INSTAL	llment-interest i	NCLUDED)		
s 16	0,000.00	с	erritos	, Calif	mia, October	1, 1991	
at P	.O. Box	3357, Ce	*********	, I promise to pay to	***GILBERT ***********	P. HYATT	*** , or orde
with it	m of <u>ONE</u> nterest from	HUNDRED S October (8)	SIXTY THO 1, 1991	per cent per annum d 00/100***	0/100*****	on unpaid	** DOLLARS principal at the
on the	re on the	first		day of each vember, 1991	and every		onth, beginnin
time al	l unpaid	and acc	rued pri	and continuing	until October	1, 1996 11 be due	at which
but such at the a when do Principal such sur a California	pon the princi- th unpaid inte- maximum rate- ue the whole s el and interest m as the Court raia corporatio	pal so credited est so compo permitted by um of principa payable in law may fix as at n. as Trustee.	f. Should intere- nunded shall no- law. Should d al and interest rful money of a ttorney's fees.	then due and the rerest not be so paid it of exceed an amount lefault be made in pashall become immed the United States. If This note is secured	shall thereafter bear equal to simple in yment of any insta- jately due at the opi- action be instituted by a deed of trust t	r like interest as terest on the un ilment of princi tion of the holder on this note I properties o T.D. SERVIC	the principal paid principal pal or interest of this note or of this note or of the COMPANY.
or any p	part mereot. of	any interest	therein, whether	ation of the property or voluntary or involu	ntary heneficiary s	hall have the sint	h C !
effective	itely due and	payable, incluing. Consent b	ding any prepa	of any maturity date syment charge provid ary to one such trans	expressed herein, as	nd without dem	and or notice.
effective requires This provito the infor	note is des that e trusto	sectare this no payable, including. Consent be succeeding transported the holdry, or hit least	to Section der of the success success of the	of any maturity date	expressed herein. and led for herein. No nection shall not constitute the Civil Coll give writest, of pre-	ede, which tten noti	and or notice. right shall be of the right to
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9	. 7
BENEFICIARY	
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AND WEN RECOMDED HAM, TO	
GILBERT P. HYATT	•
P.O. Box 3357	
Cerritos, CA 90703	
Cor a	
	SELECT LEGAL PLACE IN COLUMN TO THE COLUMN T
SHOWL FORM DEED OF TRUST AND ARES	SPACE ABOVE THIS LINE FOR RECORDER'S USE
	of October, 1991
21 <u>22</u> 0	CRACE TRUC
shine military 12419 Dawn Lane, Cerritos, CA	90703
XXXX XIRMEE COMPRESSOR AND MAKEN MAK	(state) (zip)
GILBERT P. HYATT, herein called TRUSTEE,	and
	TIREDE D UVANO
Witherseld: hat I rector that you am a theat's themselve and souther	to menter in thest, with mining in the that accounts
the City of La Palma,	Orange County, California, described as:
LOT 131. TRACT 6055 AC DER MAR PERSON	
LOT 131, TRACT 6055, AS PER MAP RECORDS	D IN BOOK 222 PAGES 15 THROUGH 17.
Commonly known as 7841 Jennifer Circle,	La Palma Colifornia
voluntary or involuntary. Beneficiary shall have the right of acceleration trust, irrespective of the majority date enjoying different and without di	at its option, to declare the note secured by this deed of
any preparation charge provided for therein No server of the state of the	mant or notice, immediately due and pavable, including
to one such transaction thall not consistent a	the tirelive unirss in writing, Consent by the Beneficiary
TOGETHER WITH the reath, issues and profits thereof, SUBJECT, HOI conferred upon Beneficiary by paragraph (10) of the provinces incompen-	WEVER, to the right names and south
conferred upon Beneficiary by paragraph (10) of the provisions incorporations and profits.	sed herein by reference to collect and apply such rente
For the Purpose of Security: I Performance at such a section	ANGERS DE MONTO DE 1912 DE 191
For the Purpose of Security: I. Performance of each agreement of International Security of the indebtedness evidenced by one promissory note of even the promptal sum of \$ 160,000,000	
principal sum of \$ 160,000,00 carried by Truster in fa	iver of Beneficiary or order. 3. Payment of additional
sums and interest thereon max hereafter be learned to Trustor, or his succession receiving that they are secured by this Deed of Trust.	ments or assigns, when evidenced by a promissory note of
To Propert the Security of This Bond of Town T.	
more secured hereby that processors (1) to (1)), no histor, of the hereby for forth below, and at the Recording Location of the Official Records in the office.	end of trust recorded on May 10, 1079 and the
forth below, and at the Recording Location of the Official Records in the offi noted below opposite the name of such counts, set.:	ire of the rounty recorder where said property is located
CHOOSE WE PAIR CHOOSE WE PAIR CHOOSE FALL CHOOSE MAN	
Algore 79 619 Numbered 1148 546 Amagor 379 171 California 470 Inno 231 63 Namposa 182 634 Sulle 2362 380	TIB Comra Costa 8630 937 Mamees Re 5366 mg 209
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747 578 September 818 289 Gapten 528 653 September 1978	35816 Arversage 1978 92574 San Francisco Liber (1966 Page 400)
heward 949 394 Sottes 925 178 Europ 1118 TM Letterns 248	13 Secremente 7805-10 934 San Matre Reel 7747 Page 319
740 1973 153 latter 2530 743 Lane 232 570 frommy 191	20 112 Sint Brows and 17,711%
SALES 1530 47 7411 201 005 00007 1373 394 VINNEYS 5113	277 Sama Clara DESS 525
(which provisings identical in all counties	39 Sama Gret 7908 714
a part hereof as fully as though set forth herein at length; to observe and perfe- obligations, and parties in said provisions shall be construed to refer to pro-	orm said provisions; and that the reference to and made
religizations, and parties in said provisions shall be construed to refer to prop Trust.	serry, obligations, and parties set forth in this Deed of
The undersigned Trustor requests that a copy of any Notice of Default and his address hereinbefore set forth.	
In accordance with Section 2924b, Crist Code, request is hereby made by of Default and a copy of any Notice of Sale under Deed of Tout recorded	the understand TRUCTOR at
	the autocraphed LKOZIOK (US) 9 cobs of sus Notice
	County, California, as affecting
as trustor in which GILBERT P. HYATT	
is named as Beneficiary, and GILBERT be mailed to GRACE JENG	P. HYATT as Trustee.
tale are all and a second a second and a second a second and a second	A 90703
(Number and Street)	(Cital)
TATE OF CALIFORNIA	Signature of Trautor (Zip)
DUNTY OF ORANGE SS	7
before me, the undersigned, a Notary Public in and for	- Hour yeng
d County and State, personally appeared	GRACE JENG
personally known to me	
proved to me on the basis of satisfactory evidence	
the person's) whose name 15 subscribed to the within instrument	
d actunomistiged to me that She executed the same	
TNESS - Dans	000
TNESS my hand and olicari seal	0000282
	0000202
Name (Typed or Printed)	CONFIDENTIAL
	CONFIDENTIAL

			*		
	MECENED OF GILBERT HUATT		. 10.8	41	
		- bonnesse	Date 70 a	-02//	_
- 4	I SCOPPING BY THE LANDLORD OF his agent, this decoral shall entry to the first	Apt a 3/ Neverla upon	caflod TENANT, the rum of	00-	_
- (-	are percentaing occupancy. TENANT agrees to pay: (a) before or dise first morth; no in TENANT lies to pay the additional belance due upon ecceptance. Then total copy namedy by LANDLORD for holding the previouse of the market; the parties agreeing his agent shall not be sales to TENANT for damages for ladyer to delay consequent	rt of \$plus (b) a Sec	shall be refunded to YENA	MT. Upon accoptance	3 .
· Y	his agent shall not be same in TEMANY (or market; the parties agreeing	that the exhal democracy LANDLOAD at	I figuidated damages, cons	Turbon the cole more	-
	THE TENANT Acceptance by LANDLORD or his agent must, and can only be in	of the premises at the time herein agre	ed, beyond the refund of the	D M. LANDLORD	or .
	In TEMANT list to pay the additional behinds due upon acceptance. Pent total dop remody by LANDLORD for holding the premises off the market; the partice agreem, his agent shall not be Sabt to TEMANT for damages for falsars to deliver possession the TEMANT Acceptance by LANDLORD or his agent must, and country be, in re- resented to the same days from above date to withdraw application and receive a return	nd bit the above relevant to doposit.	s, the application shall be o	seconed not accepts	d.
	INITIAL PAYMENTS BREAKDOWN				
	Pro-rate rent		*		
	ful month park				
	Becurity Deposit REFLIA dA ble				
	Application 5-1				
	Pet Decoel				
	- Q				
	total due on acceptance				
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	Befance due on acceptance				
	Received Payment 18 \$		*8		
	Heart regular rent payment 11-1 19 91 1 570-00			2	
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	LANDLORDINGENT WAGON TERILS		V: 10		
	or Class 16				
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	TENANT & CHURCH HAST				
	The state of the s				
	TENNIT				
	colorion accepted:				
	. 19	62.1			
	ANDLORDIAGENT LINCOLN PROPERTY COMPANY H.C., INC.				
	Committee INC.				
	al:				
	MITTIE				
	the shouldestribed premises.	SSETH:			
	That the LANDLORD, for and in consideration of the covenants and agreements in the abmoscoribed gramines. To have set us hold said premiers for to have set us hold said premiers for the term and upon the following covenants are covenants of this Pertail Agreement;		ormad by Torsers, does herob	y round to sine Thenance	
	To have and a hold said premises for the term and upon the lollowing covenants of this Rental Agreement; I. Term and Rent: Landord agrees to rent and tenant agrees to the	nd agreements, sit of which covenants ar	nd agreements what be const	rued to be manual	
	months benimes // - /	flord, on the terms herein and town .			
	eutomatically contract the tenancy to a month-to-month with an additional promise	thereafter with an option to renew for el	a months. Sell-m in	es for a ponod of	
	To recover, or man said Manner and Time of Pryment: Restal shall be payable in it frontif understands that the sentin rank for acids month is due on the first day of it Office in the Apartman Complex, all permanus in be made in money order or acute of a calend or month. The rest shall be provided and paid to the fat day of the follow and acody during said creatin peeded as between the parties.	of month and agrees to pay the same o	on that gern an Garden applic	cable, each month.	
•	of a calendar month. The rent shall be provided in the made in morrey order or active or a calendar month. The rent shall be provided and paid to the last day of the lobow phase apply during baid stankin peed as between the parties. Let's Champes, Etc.: Rent is due on or before the first day of the lobow the first day of the lobow the Champes.	ing month which ist day shall be the in-	oment is entered onto other t	hen on the lat one	
	Life Charges, Etc.: Rent le due on or before the first des et le	lati che	-	es, as comme horogs	
-	unpaid in his for sech greek reharmed to the a pay a take fee of \$25.00. They	maker, the Tenant assess the amount obsi-	o rord ahown in Paragraph !	DEFORE OR ON	
	 Lafe Charges, Etc.; Rent le due on or before the first day of the month. 8 the 1 The STH Quar OFFTHE MONTH, the Breast agrees us pay a time fee of 125.00. The ungual in Mr. For sech direct returned to the Landond, Tennes agrove to pay a for discussed in this Quaragnap are in addition to the register morthly rent payable by 9 6. Occupancy by Children: The Rental Appressmand dose for power forces. 	ding charge of \$25.00 to Landord in a	\$3.00 for sech additional da	y the rent romme	4
				5.00. The diverges	4
	6 Describe and a second of the	erement mental executions	#81245355 d.ph/855550 #		3
	(a) Candidd hereby schemological and the Conditions for their Retund: (b) Candidd hereby schemological receipt of 3 [c) Landidd hereby schemological receipt of 3 [c) Landidd hereby schemological receipt of 3 [c) Andidd hereby schemological receipt of 4 [c) Andid her	, and the same of the same	nation appositestly outlined.		
	Tenams coverance breish, said deposit not empeding these (3) months' periodic not (1) Landord may apply such portion(s) of the deposit and gu	month(s) rortal of the premises a	bove-douorbed.		
	or its invited or scenario, including respondes repair or resistance or scenario, including respondes repair or resistance or scenario, including respondes repair or resistance.	Z	TO TOTAL THE DESTRUCTION OF THE	de Agroomore and	
-	Of tenlacement and Premises of apartment complex. Served remains of, will out it	ministen, furniture, fatures, sophimore, f	foom other than normal wear	Creums by Tenant.	
- 4	(2) If Landlord applies any porton(s) of such description	And had mounted all brains in	excess of said dopped rows	minarys, carangs	
	tus Landord from Tenant hereunder Landord's right to present agrees that no puris	no of such deposit along the tonney. It	brians and promoty pro Lav	officers the com-	
				my manner lens and	
	reasonable use and wear excepted, i.e., normal west, Landord may apply such port- inducing, without finitation, fine disenting of hours, carpers, rups, dispers, curtains, be returned to Tenant within four (4) weets after termination of the tenancy and will disposition of the amounts deposited and reason the remainder in Tenancy and will	on of the security deposit to reasonable	costs of cleaning of the denie	int from Landord.	i
	deposition of the emounts deposited and rearm the arrayinder to Tenant (c) Tancot agrees to pary owner the sum of \$	thin said time, Landford will provide Ton	Any portion of the deposit ant with an hornized written	not so used shut	1
	(4) Tenant agrees the security decoult shall not be used in a pet will be to	apl on the premises.	THE DESCRIPTION WHEN	eccouring of the	
-	considered liquidated democras and the Tower out prior to the expiration of his	It's the last month of Toront's remouncy in	ut for why other ments of Texas		
	(5) In the event the Tenard moves out prior to the stand integration of his considered liquidated demandas and the Tenard moves out prior to the explation of his considered liquidated demandas and the Tenarm shall horistic the entire events of his considered liquidated demandas and the Tenarm shall provide the entire consideration of the considered liquidated the standard consideration of the consideratio	of the security deposit to the Landon	uil emount of the security	deposit shell be	
	of the charge and to prospective or actual purchases	withold congore for the tentions of			(
	Intercondate Rights of Inspection of Landbors Install agrees not to unreadcatory to eithic the develop unit to prospection or actual purchasors, muripopoes, lanear, emergency, the Landbord shad give the Thrush at least 24-hours notice of interior to at Investment at any Furnishings Intelludes entity Approximent Landbord has provided in agree to take good care of such and return the same as themselved at the Control of the	tion and may error dray during reasonat	ns, and to mremponcy. Excel	est in the comp of	1
3	Investory of any furnishing believe that and a feet 24-hours notice of intent to a investory of any furnishing believe and hoursett Landow has provided in spread to take good care of such and neum the same at termination of ele feets in Condition of the Apertment at Time of Execution of Landow by Myting the Aper Beans appear that all applications and existences on a Landow by Myting the Aper	puners himselvings brokeling corporing.	drapes or blinds and arms.		Ξ
	 Consisten of the Apershert of Time of Execution of Lease if the String of the lease in Theoretical Consistency of the Execution of Lease if the Execution of the String Bit Apershaps of Lease for the Execution of Lease if the Execution of Lease is the Execution of Lease in Lease	servery, the Break activities have	for normal usage.	and length	I
	Committee of the Approximent at Time of Execution of Lases) by spling the Approximent shall applications and solidants in the set are in good working one Landsord hee made no promises to decorate, their repeat or improve the unit, except the committee of the co	es listed on the unit immediate on the	ection raport. The Tenant also	od condition 17mg	-
1	•	Program appril			(4)
	and the second s		14	11 11 11 11 11 17	
			_ 00	000287	
	<u>*</u>		TOTAL I	P.01	

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- rdust: Tenent has raid and injuries to comply with and acknowledge recapt of a copy of the house nules and politice now in affect, the some of learner by this settlement, and harder appears to comply with such amondments their or as may from time to time be made by Landsord with a Eppera tell on harass, among to ordingor any other Tenes of operation, or creates or maintained. Or other this peace or soldate is a value in or about the Promoses or Propursion. Teners shoull not violate any Federal, Etale, Courty or Moderal few which me promises or apartment
- Bubbases toners shad not let, tublet, saaron, or inanciar all or any peri of the Premises without the prior express written consert of Landlord; any such stierrors is sacresses, saaronment or branche shad be yout.
- siblesse, susponent or transfer shall be viol.

 16. Use of Premines by Parant: The said premises are to be used and occupied by Tenant and those designated hersin for resistantial purposes only and for no other purpose, and no trade, business or occupation shall be carried on theirs. Tandar will use and occupy said premises and appursanance to a careful, sale and proper memore and in their Scotinity Ordinances and with discount of proper public deficials as to the use thereol and will convey an expensive of the building other parts will not above used premises to be used for any purpose or in any swy tout will not convey the resistance of the building other parts said in a subject of the sale of the premises and any subject of the premises and will not host premise to be prought into or upon said favours interest on the same into occupied in whole or in part by any other persons, and will not host premise to be prought into or upon said favours interest in additionation or or as any satisfactory of the same transfer of the same transfer of the premises to be used for any unlocked purpose in under the premise to be used for any unlocked purpose in under the premise and the premise and the premise to be used for any unlocked purpose. The premise is the premise and the premise
- Deadboils and Keys: Torset shall not have installed a deadboil on the soor to the said premises or change a deadboil lock now existing on said premises without his haring Landours consers, in writing and supplying to Landours, for intention in case of amergency accesses to easily premises, a said lawy to be deposited with Landours and do be hald at the main office, and the same may be used for entry into the premises in the event of any emissions.
- 19. Destruction/Condensation III There is 79 years destroyed to the possible in the event of any emotipores, a sec say to be deposted with Lunctions and the condensation of the possible in the provided property of the possible in the provided property of the possible in the provided property of the possible in the provided property of the possible in the provided property of the possible in the provided property of the provided property of the possible in the provided property of the provided property of the provided property of the provided property of the provided property of the provided property of the provided property of the provided property of the provided provi
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- to receive by notice. Societies the season of this Agreement and each payment to be made as provided herein and of performance by sech provision horsels contained on the part of Tenser be large, made or performed. All rights, remedies, elections, and powers granted Landard by this Agreement or by law sits clumbables and no one remedy is acclusive of any other. Landards wherein of any rights and right in account of any other subsequent breach of any other subsequent breach of any without of classification. This Agreement shall be trivileg upon and turns to the benefit of the heirs, administrators, successors, and assigns of all of the period hereto, and all the parties hereto shall be jointly and surveyed toble hereunder.
- 24. Liability: Tenant agrees to hold owner and its agents naminate luum each and all claims of loss or dansige to properly and of lujury or dresh to persons boom, a makes excited to Tenants excusive use. The Landord is not exponsible for the personal properly of the Binari, it is the Sinsinis responsibility to obtain his owner.
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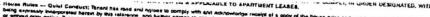
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PLEASE READ CAREFULLY BEFORE SIGNING

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RANCHISE TAX BOARD.

J33 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170
TELEPHONE: (818)

556-2942

8/31/95

Mr. Eugene G. Cowan c/o Riordan & McKinzie 300 South Grand Avenue Los Angeles, CA 90071

Re: FTB audit of Gilbert P. Hyatt for 1991

Dear Mr. Cowan:

We have reviewed your letter dated August 30, 1995. Based upon our initial review, it is apparent that further information and/or documents will be needed to make a determination. In order to provide the taxpayer with enough time to gather the necessary information, a waiver on the Statute of Limitations will be needed to extend the Statute. All cases must be submitted to review seven months prior to expiration of the Statute. For this reason, a waiver is enclosed, which should be signed by the taxpayer and sent to my office by September 8, 1995.

We are not able at this time to provide copies of any documentation or correspondence obtained during the course of the audit. These items will be made available to you upon your request at the protest level, after the case is closed.

The audit report is not disputing that the taxpayer now lives in Las Vegas. The purpose of the audit is to determine when the taxpayer established ties with the state of Nevada and when he severed his ties with California.

The documentation provided establishing that the taxpayer resides in Las Vegas has not been ignored by the FTB. It is not our intention to disregard information and documentation. We are aware that the taxpayer did begin to establish ties in Nevada in early 1992. It is our position that the ties established by the taxpayer is Nevada in the latter part of 1991 were formalisms, such as changing voter registration, to give the appearance of Nevada residency.

The FTB acknowledges that the taxpayer is a private person who puts a significant effort into protecting his privacy. It was noted that the apartment rented by the taxpayer in Las Vegas did not have any security gates or protection to prevent visitors from coming directly to the apartment. His home in Las Vegas did not have any gates or walls to keep visitors out.

CONFIDENTIAL.

Your letter states that the taxpayer does not want his name <u>publicly</u> associated with his residence. This house was seen on the June 14, 1993 episode of the television series "Hard Copy". in a feature story about the taxpayer.

It was noted that there had been many articles about the taxpayer in the Los Angeles Times, Orange County Register, and other newspapers and magazines during the latter part of 1991 and early 1992.

There was an article in the New York Times dated 2/1/95, which stated that "Reached in La Palma, Calif., Mr. Hyatt said that six of Japan's largest companies had now agreed to make payments to him."

A public relations firm Charles McHenry of McHenry and Associates in Oregon gave a press release to PR Newswire Association on February 24, 1992, with a dateline of La Palma, CA which stated that the taxpayer resides in Las Vegas.

An article date 2/25/92 was published in the Los Angeles Times stating that the taxpayer is looking for a permanent home in Las Vegas, where, he said he will work closely with the Interface Group, which coordinates the computer industry's largest trade show, Comdex, in the fall of each year.

An article dated 2/25/92 was published in the Los Angeles Times Orange County edition stating that Gilbert Hyatt has moved to Las Vegas. Hyatt had stated in the article, "Las Vegas is a freetrade zone, which makes it attractive for exporting."

According to your letter dated 8/30/95, the taxpayer decided to leave California in mid-1990 and that he spent 10 months to "wrap up" his California activities. Did the taxpayer attempt to sell his home in La Palma prior to selling it to Grace Jeng? If so, please provide documentation such as advertisements, real estate listing agreements, etc. to substantiate the taxpayer's attempts to sell the house in La Palma.

If the taxpayer moved to Nevada on September 24, 1991 and he rented an apartment in Las Vegas in mid-October, where did he stay from September 24, 1991 until he rented the apartment? Provide documentation, such as hotel receipts, restaurant receipts etc. to substantiate where the taxpayer resided for the period from September 24, 1991 through November 1, 1991.

According to your letter, the taxpayer began looking for a house in Las Vegas in early December 1991 and that he had made offers on 10 homes. Please provide documentation of the offers and provide the name(s) and address(es) of the realtor(s) that the taxpayer was working with in looking for a home in Las Vegas.

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According to your letter, the taxpayer worked in Nevada as of September 1991 and that he applied for a Nevada business license in late 1992. Please provide a copy of the business license.

The taxpayer is concerned about the failure of FTB to mention certain documents (listed on page 5 of your letter); these documents have not been ignored. We are aware that the taxpayer did begin to establish ties in Nevada in early 1992. We noted that the taxpayer did have many checks written to Nevada parties around the time that he bought the house in Nevada in April of 1992.

The FTB report does not ignore the fact that the taxpayer's wife took legal action to reopen divorce proceedings. In the Maystead case, the court recognized the taxpayer's Nevada residency. The case was filed at the end of 1992 and was heard in 1993. The court's determination of the taxpayer's residency for purposes of this case has no bearing on the FTB residency determination for 1991.

Your letter states that Mr. Hyatt is concerned about the confidential treatment of his documents since the FTB made duplicate requests for the same information. None of the material submitted have been lost. Duplicate requests are often sent when the documents requested have not been received. All of the documents received are either date stamped or signed and dated upon receipt and are filed in the correspondence section of the workpapers.

The actual time spent in California, Nevada, and elsewhere in 1991 and 1992 as revised by the taxpayer was:

1991: California 7 months; Nevada 3.5 months; Other 1.5 months

1992 California 1 month; Nevada 10 months; Other 1 month

Please provide documentation to support business travel to other locations for both years, such as hotel and airline receipts, meals, and documentation of meetings attended.

Please provide documentation as to the assignments performed by the taxpayer's associate Grace Jeng. Please provide a schedule of consulting fees paid to Grace Jeng and an explanation as to how her compensation is determined, whether hourly, weekly, etc. Were payments made to her by cash or check?

Regarding the banking information requested, the Franklin Federal Money Fund may not have been classified as a bank or savings and loan account. This information and the account activity of this account is relevant to this examination, as there were checks written on this account to the Wagon Trails Apartment and other parties. This account would be considered a California tie, as the taxpayer opened the account in California, using his California address.

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Regarding the banking information requested, I had spoken to Mr. Kern about this on January 6, 1995. He was concerned about the volume of the documents and the cost of copying them. I told him that we would request the documents ourselves, with the taxpayer's authorization. He indicated that they would rather obtain the documents themselves.

The banking information was requested in letters dated December 5, 1994, January 6, 1995, January 20, 1995, March 1, 1995, and March 23, 1995. A formal demand letter was prepared to be sent on April 11, 1995 regarding this information. This letter had not been sent, as Mr. Kern called in the afternoon and stated that the documentation was being sent. As this information had been requested numerous times, we did not follow through with any additional requests, in light of Mr. Kern's statement that they had supplied all information.

If the taxpayer has any additional banking or credit card information which he wishes to submit, please send it to my office. There was no banking documentation or credict card information sent for year 1990.

Regarding the checks drawn on Mr. Hyatt's accounts that were cashed in California in 1991 and 1992, please provide documentation to support the following items:

11/9/91	Linda Wetsch \$10,000	0.00 S	an Diego	
12/22/91		0.00 N	orthridge	
1/18/92	Ron R. Hoffman \$200	0.00 L	os Angeles	
1/18/92	Copley/Colony Cable 27	7.50 S	anta Ana	
1/31/92	KCET 100	0.00 L	os Angeles	
1/20/92		0.00 M	anhattan Beach	
2/11/92		5.00 C	erritos	
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7/28/92	Copy Tech 74	0.99 L	ong Beach	
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CONFIDENTIAL

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Please provide documentation as to the taxpayer's use of professionals which has not been previously provided, such as the professionals used outside of California. Please provide documentation of the taxpayer's trips to California for medical treatment, such as airline tickets, hotel bills, etc. Please provide documentation of physicians treating the taxpayer for pneumonia.

Please provide documentation of the taxpayer's Nevada affiliations and activities. We were unable to obtain third party documentation of most of these items, but we will examine and take into consideration documentation provided by the taxpayer.

Please send any additional documentation which you wish to have included in the report to my office by September 22, 1995. If your have any questions or need additional information, please contact me.

Sheila Cox Tax Auditor

cc: Gilbert Hyatt Michael Kern CPA

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**RANCHISE TAX BOARD

3 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170
TELEPHONE: (818)

556-2942

9/26/95

Mr. Eugene G. Cowan c/o Riordan & McKinzie 300 South Grand Avenue Los Angeles, CA 90071

Re: FTB audit of Gilbert P. Hyatt for 1991

Dear Mr. Cowan:

We have reviewed your letter dated September 22, 1995. This letter and your previous letter dated August 29, 1995 both state that the taxpayer moved to Las Vegas in September of 1991. The following question still has not been answered:

OUESTION

1. If the taxpayer moved to Las Vegas in September of 1991, where did he live from September until the end of October, when he rented an apartment at the Wagon Trails Apartments?

DOCUMENT REQUEST #1

Provide documentation, such as hotel receipts, restaurant receipts etc. to substantiate where the taxpayer resided for the period from September 24, 1991 through November 1, 1991.

Your letters dated September 22, 1995 and August 29, 1995 both state that the taxpayer moved into the Wagon Trails Apartment on October 20, 1995. The rental agreement shows that the taxpayer paid \$228 for the period from October 20, 1991 through October 31, 1991.

DOCUMENT REQUEST #2

Provide a copy of the check for the initial payment to Wagon Trails Apartment for the period 10/20/91-10/31/91. The first check we have for payment to the Wagon Trails Apartment is Check #6 on the Franklin Federal Money Fund Account, dated October 28, 1991 for rent for November 1991.

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It is our position that the ties established by the taxpayer in Nevada in the latter part of 1991 were formalisms, such as changing voter registration, to give the appearance of Nevada residency. The taxpayer knew that he would be receiving payments from Matsushita and Fujitsu in the fall of 1991.

The taxpayer signed an agreement to receive payments from Matsushita Co. Ltd. of Osaka Japan on November 14, 1991 for the use of his patent for the microchip. On November 15, 1991 \$25,000,000 was wire transferred to Gilbert Hyatt through a trust account at Union Bank in Los Angeles. The taxpayer signed an agreement to receive payments from Fujitsu Ltd. of Tokyo Japan on October 24, 1991 for the use of his patent for the microchip. On October 31, 1991 \$15,000,000 was wire transferred to Gilbert Hyatt through a trust account at Union Bank in Los Angeles.

When we were at the Wagon Trails Apartments, we saw the rental file for the taxpayer. The manager had stated that the taxpayer did pay the rent by check each month, often paying ahead of time with a postdated check. We saw in the file an envelope which Mr. Hyatt had used to pay the rent. The envelope had a return address of P.O. Box 60028 Las Vegas. The envelope was postmarked from Long Beach, California and was date stamped 12/8/91.

The taxpayer stated that he joined a temple in Las Vegas, but when we wrote to the Temple Beth Am in Las Vegas, Nevada at the address provided by the taxpayer, the letter came back from the post office, as the address had been forwarded and the forwarding order had expired. A letter was sent to the new address and no response was received.

The taxpayer did open bank accounts in Nevada, but it was noted that the taxpayer opened three Las Vegas bank accounts at California Federal Bank, where he already had accounts in California. The statements show that transactions were made in Las Vegas and in California. By doing so, the taxpayer was able to easily make banking transactions in either Nevada or California.

Your letters dated August 30, 1995 and September 22, 1995 both stated that the taxpayer sent in a changes of address in the fall of 1991. We have a confirmation from the U.S. Postmaster in La Palma, California that they do not have a record of any address changes and that mail for the taxpayer is still being delivered to 7841 Jennifer Circle in La Palma.

We do acknowledge that the taxpayer <u>began</u> to establish ties with the state of Nevada in April of 1992 when he purchased a house. We do not know how much time the taxpayer actually spent at this house in Las Vegas. We do have information that he was still spending time at the house in La Palma after this time period. We also had been informed that the house in Las Vegas had been for sale prior to our Las Vegas visit in March of this year.

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The taxpayer contends that his modest lifestyle and low profile help him to maintain his privacy. The FTB is aware of the methods which successfully increase one's privacy. Inperforming audits of this type, the FTB does examine the lifestyles of many wealthy and famous individuals. These individual do use security systems, gates, etc. to protect their privacy, as any person would. Living modestly is different from being secure and protected in one's home. There are modest apartments and homes, which have security from uninvited visitors.

Regarding the various articles about the taxpayer, we do acknowledge that not all news articles are accurate, but we noted that it was unusual that taxpayer would allow the press to know that he was residing in Las Vegas and looking for a permanent home in Las Vegas, particularly since he desired to keep a low profile and to keep uninvited visitors out.

Regarding the business services provided by Grace Jeng for the taxpayer, you had indicated in your letter dated August 30, 1995 that Ms. Jeng performs certain research and related computer tasks and bookkeeping tasks for the taxpayer. Your letter dated September 30, 1995 states that Ms. Jeng performed these services through Leetronics Corporation and that the taxpayer paid Leetronics for Ms. Jeng's services.

OUESTIONS:

- When the taxpayer wished Ms. Jeng to perform bookkeeping tasks, did he send his bookkeeping information to Leetronics?
- 3. Your letter dated August 30, 1995 stated that the taxpayer often has an associate write checks for him and he signs them. Were these checks written by Ms. Jeng?
- Were these checks written by Ms. Jeng?

 4. Your letter dated August 30, 1995 stated that the taxpayer had Ms. Jeng cash checks for him and that she then gave the money to him. Your letter states that most of these checks were cashed in Nevada.) How often did Ms. Jeng travel to Nevada to attend to the taxpayer's business matters?

We interviewed the managers of the Wagon Trails Apartments and they provided the rental file for examination. The manager Clara Kopp had stated that the taxpayer had rented the apartment, but Grace Jeng had come in and made the rental arrangements for him. She had signed the lease for him and did the initial walkthrough of the apartment. He later came back and signed for himself. He had faxed the initial application to her. Grace Jeng had signed the move-out notice when the taxpayer moved out.

OUESTION

5. When Ms. Jeng performed these services for the taxpayer, did the taxpayer assign these tasks to Ms. Jeng verbally through Leetronics Corporation and did he reimburse her for travel expenses, etc.?

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Page 3

CONFIDENTIAL TI 02002

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In making a residency determination, banking information is one part of the evidence that we weigh in making our determination. Regarding the banking information, the taxpayer's mutual fund money market account is relevant to the residency determination of the taxpayer. The taxpayer opened this account in California using his La Palma address and he deposited over \$40 Million in this account. The original address on the account was never changed. As stated above, the taxpayer did not change this address with the La Palma post office.

The taxpayer's bank accounts, where his assets are located, is a factor in determining residency. The argument that a person passing through Oregon who opened a bank account in Oregon would make them a resident of Oregon is incorrect and is not indicative of our position. Our position is that a bank account in California is considered a California tie when the person has been a resident of California for a number of years. The fact that the bank statements were sent to a California address after the taxpayer supposedly left California indicates that he still had ties in California.

There appears to have been confusion over the request for banking information which had not been provided by the taxpayer. There were letters sent to Mr. Kern on 12/5/94, 1/6/95, and 1/20/95 requesting a list of all bank accounts and credit cards active during years 1990, 1991, and 1992.

When I met with Mr. Cowan at his office in February of 1995, the information from the taxpayer's California bank accounts was not available. I had indicated in my letter dated March 1, 1995 that I would request the information directly from the bank myself, with the taxpayer's permission. I received a letter dated April 13, 1995 from Mr. Kern that he would be sending the banking information requested. If the taxpayer wishes to send more banking information, it will be accepted for examination.

Regarding the list of checks sent in the last letter, it was noted that it seems unusual for the taxpayer to order items such as a copier and copy toner by phone or mail in California, when these are items that could have been obtained in Nevada, thus avoiding any shipping charges.

Please send any additional documentation which you wish to have included in the report to my office by October 13, 1995. If you have any questions or need additional information, please contact me.

Sheila Cox Tax Auditor

cc: Gilbert Hyatt Michael Kern CPA 0000296

Page 4

Roy

CONFIDENTIAL

FTB Residency Case Gilbert Hyatt SS# 069-30-9999

3/6/95-3/8/95

Sheila Semana and I went to las Vegas to confirm information which we had obtained from the taxpayer and to conduct some third party interviews.

3/6/95

We went to the local library to check the phone directory, street address directory, and the local Nevada newspapers. We got a copy of the criss cross street address directory for Las Vegas and looked up Tara Avenue. The following addresses were noted in the same block as 7335 Tara:

7335	Tara	G.C. Eggers	no phone listed
	Tara	nothing	no phone listed
	Tara	Jack L. Chambers	873-9510
	Tara	nothing	nothing
	Tara	Harold Pryor	367-0314

We obtained approximately 10 articles about Mr. Hyatt from the references at the library.

We checked the microfiche index for the Las Vegas Sun and the Las Vegas Review Journal for the period from 1/1/91 to 11/30/93 and found no listings for Gilbert Hyatt. The reference librarian checked the online service for these papers and found only one article dated 11/14/90. This article was about Gilbert Hyatt being granted a patent for inventing a memory architecture that significantly increases DRAM performance.

3/6/95

We went to the Mail Room Plus at 4012 S.Rainbow Blvd #K. We asked the manager there if he knew who rented the P.O. Box 469 at 4012 Rainbow. He said that Gilbert Hyatt was a familiar name. He said that P.O. Box 469 was closed about 1 year ago and that someone else was using it. He said that he would give no further information without a court order.

We noted while driving along Rainbow Blvd. toward the taxpayer's address that we saw a Spring Valley Sam's Club and the office of Steven Hall DDS. The taxpayer had written checks to these places.

We drove by the house at 7335 Tara at approximately 12:30 PM. We saw a light blue Toyota Celica parked behind the house. We only saw a small corner of the car, and we were unable to get the license number. We noted that the house was not landscaped at all and that the driveway was unfinished. The mailbox did not have a name on it. 10000287 The house did not have any fences or gates enclosing it and there were no signs of any security or alarm systems.

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CONFIDENTIAL

3/6/95 continued
We noted that the lot to the left of 7335 was vacant. There was another house to the left, on the corner. There were two houses to the right of 7335. Across the street from 7335 there were vacant lots. There was one house at the corner of Tara and Tenaya which did not have a street number. There were construction workers working there all three days that we observed the house.

We saw the mail carrier, so we stopped and asked her if she delivered on Tara Avenue. She said yes, but that she could not give us any information. We knocked on two of the neighbors doors, but no one was home.

3/6/95

We went to the Wagon Trails apartment building at 3225 South Pecos. We observed that they were apartment buildings with approximately 8 apartments to each building and there were at least 6 buildings that we saw. The apartments did not have any security gates or doors. Each apartment building had its owns parking lot with covered parking. The apartment had a pool which was by the management office. The managers had a separate office.

We went to the management office and spoke to the managers Sherri Lewis and Clara Kopp. Sherri had only worked there for a few years, but Clara had worked there for a long time. They indicated to us that many of the apartment tenants were subsidized by HUD. We asked her if she remembered who had rented apartment 237 during the period from October of 1991 to April of 1992. She went to get the file for the apartment.

She said that Gilbert Hyatt had rented the apartment. Grace Jeng had come in and made the rental arrangements for him. She signed the lease for him and did the initial walkthrough of the apartment. He later came back and signed for himself. Clara stated that she didn't see him too often. He had faxed the initial application to her. He had stated that his employer was D&C Corporation of P.O. Box 846 Cypress, California (213) 809-1087.

He had listed that his closest relative or contact was his associated Grace Jeng at 13337 E. South Street Cerritos, California 90071. His automobile was a Toyota Celica with a California license 886 SLP. His previous address was listed as P.O. Bex 3357 Cerritos, California.

When I asked Clara if the apartment 237 appeared to be regularly occupied, she stated that he travelled a lot. There were no complaints about him. She seemed to indicate that this was somewhat unusual. She checked the maintenance report from when the apartment was vacated in April of 1992. She said that the apartment was very clean when he moved out and that there were no damages to the apartment. They only had to do minimal maintenance before renting it out again.

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3/6/95 continued

Mr. Hyatt had stated in his letter of 30 day notice that he had bought a house and that he was moving back to California. Grace Jeng had signed the move-out notice. He had listed as a forwarding address P.O. Box 60028 Las Vegas, Nevada.

Clara had stated that she did not observe Mr. Hyatt moving into the apartment, so she did not know how much or what type of furniture he had moved into the apartment.

I asked the managers if they had any record of how the rent had been paid, whether through the mail, in person, etc. They indicated that they have no record of it. He did pay by check each month. We saw in the file an envelope which Mr. Hyatt had used to pay the rent. The envelope had a return address of P.O. Box 60028 Las Vegas. The envelope was postmarked from Long Beach, California and was dated 12/8/91. Clara stated that he would pay the rent ahead of time with a post dated check. They would keep the check until the rent was due.

Clara did not remember seeing any vehicles at the apartment and does not remember seeing any other individuals at the apartment. She does not remember seeing any visitors to the apartment. She said that the mail for the apartments is delivered to their individual mailboxes. She said that she had not observed Mr. Hyatt ever using the swimming pool, jacuzzi, etc.

I asked them if I may have copies of the documents in the file, and they stated that they would send it to me after I send them a request in writing. I asked if any of the tenants currently in the building where apartment 237 is lived there during the period from 10/91 through 4/92. Clara stated that apartments 133 and 135 had lived there for at least 5 years.

We went to apartment 133 and a woman answered the door. She stated that she was babysitting and that she did not know when the tenant would be back. No one answered the door at apartment 135.

3/6/95

We returned to the house at 7335 Tara at approximately 8:00 PM. We noted that there were no lights on at the house and we were unable to tell if the car was still parked behind the house. We saw one plastic garbage bag at the curb.

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CONFIDENTIAL

3/7/95

We returned to 7335 Tara at approximately 8:00 AM. We could not see any cars. The garbage bag was still at the curb.

We drove by the representative's office at 6100 Elton. We saw a late model white Toyota Celica with a Nevada license 333 DMP. This car had a USC license plate frame and a USC bumper sticker.

We returned to the Wagon Trails apartments and talked to the managers again. I gave them my business card and told them that I would be sending them a letter next week requesting copies of the file for Gilbert Hyatt. Clara said that she had thought about it overnight and she did not remember seeing Gilbert Hyatt at the apartment.

We went back to apartment 133 and the elderly woman let us in the apartment. We asked if she remembered who had lived in apartment 237 during the period from 10/91 through 4/92 and she said that she could not. She did not recognize Mr. Hyatt when we showed her a picture.

We returned to 7335 Tara at 2:00 PM. We could not see any cars. There were 2 garbage bags at the curb. There was a Priority Mail package by the front door of the house. I walked up to the house and looked at the package. The addressee was Mary Stratton and no address was on the package. The taxpayer bought the house from Jerry and Mary Stratton.

Spoke to Mr. Pryor (an elderly gentleman) who lived 2 doors down to the right of 7335 Tara. His address was 7385 Tara. He said that he has lived here for 10 years. He said that he sees no one at the house at 7335. He said that some people built the house and that they sold it. He said that they wonder why the people don't landscape the house. He said that he has only seen a woman at the house. We knocked at the other houses on the street, but no one was home. We asked the construction workers across the street if they had been working there long. They indicated that they had just started working there.

At 4:00 PM we went to the house at 7370 Edna. This is the house directly behind 7335 Tara. We spoke to a woman. She said that here husband had spoken to a man at the house behind 2 summers ago. She said that she does not notice if anyone has been at the house from looking over the fence, nor does she notice lights on at the house. She seemed reluctant to speak with us.

At 4:05 PM we went to the house at 7345 Tara (next door to 7335). We had noticed that the garage was open and that there was a car there. No one had answered when we were there earlier. A young boy of approximately 18 years old answered the door. I identified myself and told him that I would like to ask him a few questions. I asked him if he knew who owned the house next door at 7335 Tara. He said He said "Yes". I asked him if he would tell me who. He said, "I can't can't give that information." I asked him when his parents would be home, and he said that they would be home at 6:00.

3/7/95 continued

at 4:10 we saw the Silver State Disposal Service coming up the street. We asked the trashman if they got much trash at 7335 Tara. He said that they got a bag every once in a while. He said that he had always wondered if anyone lived there.

At 4:20 we talked to the lady across the street at the corner of Tara and Tenaya. This is the house under construction. She stated that she has lived there for six months. She said that she has not seen people at 7335 Tara house, but her son said that he has seen a Chinese lady and a white man there, but not very often. She said that the house had been for sale, but they had taken it off the market. Her plumber had done the plumbing at 7335 Tara and she gave me his phone number (702) 363-0008. She stated that she does not see lights on at the house at 7335 Tara.

At 4:50 we went to the Spring Valley Sam's Club and spoke to the manager Mike. He said that this store number is 6382. The store on Pecos is 6177. He showed us where it is printed on the back of checks, on the middle of the top line. He said that they do not give out any third party information. He said that the members may request information about their own accounts.

At 5:00 we drove by 7335 Tara and noted that the package was gone from the front of the house. We spoke to GC Eggers at 7315 Tara. He lives at the corner house on the same side as 7335. There is a vacant lot between the two houses. He said that he has seen people come and go at times at 7335 Tara, but he does not know the people. He has seen them pick up trash a few times. He said that he has lived in the neighborhood quite a while.

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CONFIDENTIAL
H 00406

3/8/95

At approximately 9:00AM we drove by the house at 7335 Tara. We were not able to see any cars.

We went to the Galdwell Banker office at 2975 S. Rainbow Blvd. and spoke to the manager Robert H. Hamrick. We asked if the house at 7335 Tara had been listed recently on the multiple listings. He went to check and said that it did not show up on the multiple listings. He provided us with a printout for the property that shows that the property is owned by Kern Trust and Michael W. Kern Trust. The previous owner is Jerry C. and Mary T. Stratton. The billing address is listed as 6100 Elton Ave. #1000 Las Vegas. (This is the representative's address).

The Stratton's purchased the vacant land in September of 1988 and they sold the house for the first time in April of 1992.

We went to Mike Kern's office at approximately 10:30 AM at 6100 Elton. We saw the white Celica in the parking lot again. I told the receptionist that I did not have an appointment, but that I would like to see Mr. Kern if he was in. She said that he was in and that she did not know when he would be in. I asked if Mr. Hyatt was in, (as Mr. Kern had told me that Mr. Hyatt is using office space there) and she said "Mr. Who?". I gave her my business card for Mr. Kern and told her to tell him that I had been in, but that it was not urgent.

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STATE OF CALIFORNIA

FRANCHISE TAX BOARD B3 N. GLENOAKS BLVD., SUITE 200 BURBANK, CA 91502-1170

DEMAND TO FURNISH INFORMATION

Authorized by California Revenue & Taxation Code Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

Nevada Development Authority 3900 Paradise Suite 155 Las Vegas, Nevada 89109

In the Matter of:

Gilbert P. Hyatt

Social Security No.: 069-30-9999

or Corporation No.:

For the years

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

- 1. Copy of application for membership in NDA.
- 2. Copy of any address changes submitted and date submitted.
- 3. Records of attendance at any meetings or functions.

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FRANCHISE TAX BOARD

S. Cox

Authorized Representative

Dated: Jan

January 24, 1995

Telephone:

(818) 556-2942

Legislation effective January 1, 1994 (S.B. 3, Stats, 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

0000305

FTB 4973-39 (REV 3-94)



STATE OF CALIFORNIA

TANCHISE TAX BOARD

I N. GLENOAKS BLVD., SUITE 200

JURBANK, CA 91502-1170

TELEPHONE: (818) 556-2942

1/24/95

Nevada Development Authority 3900 Paradise Suite 135 Las Vegas, Nevada 89109

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox Tax Auditor

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TE OF CALIFORNIA

RANCHISE TAX BOARD
333 N. GLENOAKS BLVD., STE. 200
BURBANK CA. 91502-1170

BUR MAY 22 1995 REC'D

(818) 556-2942

April 12, 1995

Nevada Governor Robert Miller 555 E. Washington Avenue Las Vegas, Nevada 89101 APR 201995

Dear Sir:

For the purposes of administering the California Personal Income Tax Law, and for that purpose only, the following information is requested under authorization of California Personal Income Law Section 19254.

Please indicate which dates Gilbert P. Hyatt visited your office, and/or attended meetings or events to discuss international trade activity.

For your own convenience, you may make marginal notations on the extra copy of this letter and return it in the enclosed postage paid envelope.

Thank you for your valuable cooperation.

Sheila Cox Sheila Cox Tax Auditor Telephone (818) 556-2942

Per your request, please note this office have no had any contact with Mr. Hyatt by phone or in person.

0000307

Ann Gross CONFIDENTIAL

AN AFFIRMATIVE ACTION
EQUAL OPPORTUNITY EMPLOYER

LARK COUNTY SCHOOL DISTRICT

2832 FAST FLAMINGO ROAD LAS VEGAS, NEVADA 89121 TELEPHONE (702) 799-5011 FAX 799-5063

BUR JUN 0 9 1995 REC'D

June 6, 1995

State of California Franchise Tax Board Attention: Sheila Cox 333 N. Glenoaks Blvd., Suite 200 Burbank, CA 91502-1170



BOARD OF SCHOOL TRUSTERS

Mr. Jeffrey L. Burr, President Dr. James B. McMillan, Vice President Ms. Susan C. Brager, Clerk Mr. Howard Hollingsworth, Member Dr. Lois Tarkanian, Member Mrs. Judy Witt, Member Mrs. Larry P. Mason, Member

Dr. Brian Cram, Superintendent FAX (702) 799-5505

Dear Ms. Cox:

The intent of this correspondence is to respond to your request for information regarding Gilbert Hyatt.

In your request regarding employment/service information for Mr. Hyatt, you indicated that he provided volunteer services to the Clark County School District in the area of computer training. Please be advised that the Human Resources Division is unable to verify such volunteer services on behalf of Mr. Hyatt in that payroll and service records are not maintained for anyone providing such volunteer services. In that Mr. Hyatt was not employed with the Clark County School District in a position for which he was receiving monetary compensation, there are no records to document any service that he may have provided to the district.

Should you have any questions regarding this information, please contact me at (702) 799-5484.

Sincerely,

Hilary Porter, Personnel Analyst

Human Resources Division

/hp

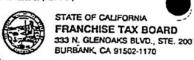
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(818) 556-2309

August 10, 1994

In reply refer to: 367:BUP:fps

Orange County Recorder P. O Box 238 Sta. Ana, CA 92702

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the information specified below from records in your possession or under your control.

1. Copy of the Grant Deed or similar document to record the transfer of a real estate property located at 7841 Jennifer Circle, La Palma, CA 90623 (AP # 263-324-46) from GILBERT P. HYATT TO GRACE JENG.

The recording might have occurred in mid-June 1993.

A check for \$10.00 is enclosed to cover related charges.

For your convenience we have enclosed a self-addressed, postage paid envelop.

Thank you very much for your cooperation.

F. P. Soriano

Tax Auditor

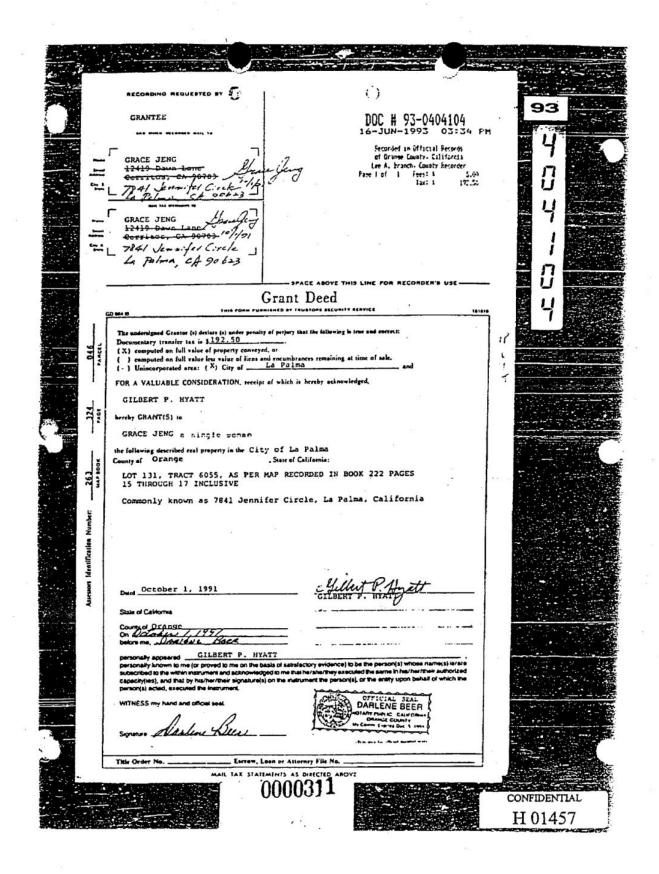
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RIORDAN & McKINZIE

ORANC! COUNTY OFFICE SII ANTON BOULEVARD SUITE HER (7)4. 433-2000

COSTA MESA CALIFORNIA 92625 FAX 1714, 545-3244

> EUGENE C. COWAN DIRECT DIAL 1213- 229-5515

CALIFORNIA PLAZA 300 SOUTH GRAND AVENUE TWENTY-NINTH FLOOR LOS ANGELES. CALIFORNIA 90071 TELEPHONE (213) 629-4824 FAX (213) 229-8550

July 11, 1994

WESTLAKE OFFICE

5743 CORSA AVENUE, SUITE II6 WESTLAKE VILLACE. CA 91362 (818) 706-1800 (805) 496-4683 FAX (818) 706-2956

> RICHARD J. RIORDAN RETIREDI

085460-002

Mr. Felix P. Soriano Franchise Tax Board 333 North Glenoaks Boulevard Suite 200 Burbank, California 91502-1170

Re: 1991 Tax Audit of Gilbert P. Hyatt

Dear Mr. Soriano:

Pursuant to our meeting today, you have retained certain portions of the Fujitsu Agreement and Matsushita Agreement entered into with Mr. Hyatt (specifically pages 1, 3, 4, 5, 6, 11 and 12 of the Fujitsu Agreement and pages 1, 4, 5, 6, 7, 8, 13 and 14 of the Matsushita Agreement). As we discussed, please keep the agreements that you have retained confidential.

Sincerely,

Eugene G. Cowan of RIORDAN & MCKINZIE

EGC:pmc

cc: Gilbert P. Hyatt Michael Kerns, C.P.A.

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Matsushita Electric Industrial Co., Ltd.

KADOMA OSAKA571 JAPAN TEL OSAKA(08)908-1121

> Mr. Gilbert P. Hyatt 7841 Jennifer Circle La Palma, California 90623

> > November 15. 1991

Dear Mr. Hyatt.

We are happy to reach an agreement with you on this matter. As Dr. Mizuno. Executive Vice-President of our company has signed the Patent Agreement, we would like to send it to you, please find.

With best regards.

Yours sincerely,

Assistant Director

Intellectual Property Center

AK/ms

Encl

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PATENT AGREEMENT

THIS PATENT AGREEMENT ("Agreement") is effective as of the larm day of November, 1991 by and between Gilbert P. Hyatt, an individual having a mailing address at P.O. Box 3357, Cerritos, California 90703, (hereinafter referred to as "HYATT") and Matsushita Electric Industrial Co., Ltd., a corporation organized according to the laws of Japan and having its registered office at 1005, Kadoma, Kadoma-shi, Osaka, 571 Japan, (hereinafter referred to as "COMPANY").

WHEREAS, HYATT is the owner of certain patent rights as described herein:

WHEREAS, COMPANY wishes to license certain patent rights from HYATT;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, it is agreed as follows: <u>SECTION 1 - DEFINITIONS</u>

- 1.1 "EFFECTIVE DATE" shall mean the last to occur of the following events, which date shall be entered hereinabove on the first page of this Agreement:
 - (a) Execution of this Agreement by the parties; or
- (b) Approval of this Agreement by the Japanese Government if such approval is required as a matter of Japanese law or regulations.

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SECTION 2 - SETTLEMENT AND RELEASES

Subject to the payment of the amount provided for in Section 4.1, HYATT hereby irrevocably releases and covenants not to sue COMPANY, its SUBSIDIARIES which are SUBSIDIARIES as of the EFFECTIVE DATE and its and their respective customers, mediate and immediate, from any and all claims or liability for infringement or alleged infringement of any LICENSED PATENT, which claims have been made or which might be made at any time with respect to any product sold or otherwise transferred by or for COMPANY or its SUBSIDIARIES before the EFFECTIVE DATE and with respect to any process or method practiced in the manufacture or use of such product before the EFFECTIVE DATE.

SECTION 3 - TRANSFER AND GRANT

3.1 Subject to the payment of the amount provided for in Section 4.1, HYATT hereby transfers and grants during the term of this Agreement a nonexclusive, irrevocable license to COMPANY under the LICENSED PATENTS to make, have made, use, import, export, lease, and sell or otherwise transfer LICENSED PRODUCTS and to practice any process or method involved in the manufacture or use thereof; provided that the have made right under the License shall extend to only those LICENSED PRODUCTS which are in substantial part designed by COMPANY or its SUBSIDIARIES and made for the COMPANY or its SUBSIDIARIES in accordance with specifications and working drawings which are the property of and are furnished by COMPANY or its SUBSIDIARIES. Upon written request from HYATT, COMPANY shall

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inform HYATT whether, and if so to what extent, any manufacturer is operating under the rights granted pursuant to this Section 3.1.

- 3.2 The rights granted hereunder shall include the right of COMPANY to transfer and grant identical rights hereunder to its SUBSIDIARIES. Any such SUBSIDIARY shall be bound by the terms of and conditions of this Agreement (other than the payment provisions of Section 4) as if it were named herein in the place of COMPANY. Any such rights transferred and granted to a SUBSIDIARY shall terminate on the date such SUBSIDIARY ceases to be a SUBSIDIARY.
- 3.3 Subject to the payment of the amount provided for in Section 4.1, HYATT irrevocably agrees not to assert against any customer, direct or indirect, of COMPANY or any of its SUBSIDIARIES any claim of infringement of LICENSED PATENTS with respect to LICENSED PRODUCTS so licensed under Section 3.1 above; provided, however, that when a LICENSED PRODUCT is incorporated into a larger product by other than COMPANY, SUBSIDIARY, or in the manner provided for in Section 3.1, the license rights and non-assertion rights granted in Section 3 do not extend to the larger product.
- 3.4 Subject to the payment of the amount provided for in Section 4.1, in addition to the licenses and rights granted herein, HYATT hereby agrees not to assert against COMPANY, any of its SUBSIDIARIES, their respective customers or the have made manufacturer referred to in Section 3.1 with respect to

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any products made by or for, used, sold, leased or otherwise disposed of by COMPANY or any of its SUBSIDIARIES on or before September 30, 1996, any of the U.S. patents listed in Exhibit A, nor any claim of a patent issuing on any U.S. divisional, continuation, reissue, or continuation-in-part of any patent listed in Exhibit A or any ancestor application thereof, provided that such patent claim is supported by and is entitled to the benefit of the filing date of any such patent listed in Exhibit A or any ancestor application thereof (hereinafter collectively called "NON-ASSERTION PATENTS") and provided that such products are marked in compliance with Section 7.2; provided, however, that when a product covered by a claim of a NON-ASSERTION PATENT is incorporated into a larger product by other than COMPANY or COMPANY's SUBSIDIARIES, the nonassertion rights granted hereby do not extend to the larger product.

SECTION 4 - PAYMENT

4.1 In consideration for the release granted by HYATT under Section 2 and for the transfer and grant of the U.S. LICENSED PATENT rights under Section 3, COMPANY shall pay to HYATT on or before November 15, 1991 the sum of Twenty-Five Million U.S. Dollars (U.S. \$25,000,000.00). The foregoing payment shall be made by wire transfer of immediately available funds to:

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BANK:

Union Bank

900 South Main Street

Los Angeles, California 90015

ACCOUNT NAME:

Pretty, Schroeder, Brueggemann &

Clark Client Trust Account

ACCOUNT NUMBER:

10051-9635

ROUTING NUMBER: 122000496

4.2 COMPANY shall not be entitled to deduct and withhold any tax in respect to the payment made under Section 4.

SECTION 5 - TERM AND ASSIGNABILITY

- 5.1 The term of this Agreement shall be from the EFFECTIVE DATE until the expiration of the last to expire of the LICENSED PATENTS.
- 5.2 This Agreement is personal to COMPANY and may not be assigned or transferred in whole or in part by COMPANY except with the prior written consent of HYATT and with the approval of any governmental authority as then may be required.
- 5.3 This Agreement shall be assignable by HYATT and shall inure to the benefit of HYATT and his successors and assigns who shall be bound by the terms hereto.

SECTION 6 - REPRESENTATIONS and WARRANTIES

- 6.1 HYATT represents and warrants to COMPANY that:
- (a) HYATT owns or has the right to grant to or for the benefit of COMPANY the rights and privileges granted under this Agreement;
- (b) HYATT shall not enter into any arrangement or agreement which limits in any way, any of the rights and

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privileges granted under this Agreement with respect to LICENSED PATENTS and NON-ASSERTION PATENTS.

- 6.2 Nothing contained in this Agreement shall be construed as:
- (a) An admission or a warranty or representation by HYATT or COMPANY as to the validity, scope or infringement of the LICENSED PATENTS or NON-ASSERTION PATENTS, notwithstanding COMPANY's marking of LICENSED PATENTS or NON-ASSERTION PATENTS;
- (b) Conferring any license or other right, by implication, estoppel or otherwise, under any patent application, patent or patent right, except as herein expressly granted under LICENSED PATENTS and NON-ASSERTION PATENTS;
- (c) Imposing upon HYATT any obligation to institute any suit or action for infringement of any LICENSED PATENT, or to defend any suit or action brought by a third party;

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- (d) A warranty or representation by HYATT that any manufacture, use, importing, exporting, sale, lease or other transfer of LICENSED PRODUCTS or practicing any process or method of LICENSED PATENTS will be free from infringement of any patent or other intellectual property rights other than LICENSED PATENTS;
- (e) Imposing on HYATT any obligation to file any patent application or to secure any patent or maintain any patent in force;
- (f) An obligation on HYATT to furnish any manufacturing, technical, or other information under this Agreement; or

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- 7.5 The captions used in this Agreement are for convenience only and are not to be used in interpreting the obligations of the parties under this Agreement.
- 7.6 This Agreement and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the State of California, USA, without regard to conflict of laws principles.
- 7.7 Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding, unless such unenforceability substantially impairs the benefit of the remaining portion of the Agreement.
- 7.8 This Agreement embodies the entire understanding of the parties as it relates to the subject matter contained herein and as such, supersedes any prior agreement or understandings between the parties relating thereto. No amendment or modification of this Agreement shall be valid or binding upon the parties except by an instrument in writing expressly referring to this Agreement and duly executed by authorized representatives of both parties.
- 7.9 Any communication under this Agreement shall be in writing and shall be effective upon sending the communication via facsimile or via first class mail, postage prepaid to:

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Matsushita Electric Industrial Co., Ltd. 1006, Kadoma, Kadoma-shi, Osaka, 571 Japan

Telephone No.: 011-81-6-908-1121 Facsimile No.: 011-81-6-909-0053 : General Manager Attention

Legal Affairs Department 2

(b) If to HYATT:

Gilbert P. Hyatt c/o Gregory L. Roth, Esq. PRETTY, SCHROEDER, BRUEGGEMANN & CLARK 444 South Flower Street, Suite 2000 Los Angeles, California 90071-2921 United States of America

Telephone No : (213) 489-4442 Facsimile No : (213) 489-4210

Each party may change its address given above by written notice to the other party. The new address will become effective upon receipt of such notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate counterparts.

MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD. GILBERT P. HYATT

Title: Executive Vice President

Date: November 14, 1991

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GEORGE J. MAHR
1418 UPFIELD DRIVE, SUITE 123
CARROLLTON, TEXAS 75006
TELEPHONE: 214-245-1346
FACSIMILE: 21+245-0787

MAHR LEONARD MANAGEMENT COMPANY

DAVID N. LEONARD 5430 LBJ FREEWAY, SUITE 875 DALLAS, TEXAS 75240 TELEPHONE: 214-960-7477 FACSIMILE: 214-960-7482

December 19, 1991

BY FEDERAL EXPRESS

Mr. Gilbert P. Hyatt 3225 South Pecos Road, Apt. 237 Las Vegas, Nevada 89121

Dear Gil:

Enclosed for your files is the original of the Confidentiality Agreement executed by Fujitsu on July 11, 1991. A copy of the McKenny Declaration was given to Fujitsu pursuant to the Confidentiality Agreement.

My best regards.

Very truly yours,

David N. Leonard

DNL/vw encl.

cc: Gregory L. Roth, Esquire

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CONFIDENTIALITY AGREEMENT RECEIPT OF CONFIDENTIAL INFORMATION

	THIS AGREEMENT is made effective this 11 da
of	July , 1991 (the "Effective Date"), by an
between	a Mahr Leonard Management Company as representative for Gilbert P. Hyatt
busines	n Mahr Leonard Manage ment Company as representative, for Gilbert P. Hyatt of the part of the property of the part
refer	red to as the "DISCLOSING PARTY,"
and	Fuitsu . having a place of busines
at	Tekye James, having a place of busines , hereinafte d to as "RECEIVING PARTY."
referre	d to as "RECEIVING PARTY."
101011	d to ab Abeliand Paris.
v 1	WHEREAS, Gilbert P. Hyett and Fujiten
may de	cide to enter into a mutually beneficial business
	ment or patent license agreement and for that purpose the
	ING PARTY wishes to disclose to RECEIVING PARTY for
	analysis and/or evaluation, certain information defined
	scribed below which it regards as confidential and
	tary (hereinafter called "Confidential Information" or
"Informa	ition").
N	NOW, THEREFORE, the parties mutually agree as follows:
*	
v I. •	Confidential Information or "Information" shall include
٥	To formation concerning Potent Interference, No. 102 598
	Tatornation concerning Patent Interference No. 102, 598 (NYATT V. BOONE)
_	·
I	nformation shall not be Confidential Information unless
C	learly identified as such on written matter by clearly arking the information "confidential" at the time of
m.	arking the information "confidential" at the time of ransmittal and, in the case of information transmitted
0:	rally, shall be orally identified as such at the time of
t	ransmittal and within ten (10) days shall be identified s such in a writing mailed or hand delivered to
	ECEIVING PARTY.
*	

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- II. RECEIVING PARTY will, exercising at least the same degree of care as it exercises with respect to its own confidential information of similar importance which it does not want disclosed, hold in confidence, and not disclose to any third party, Confidential Information disclosed by the DISCLOSING PARTY to RECEIVING PARTY, except that RECEIVING PARTY may disclose Confidential Information to its or his attorneys or to a subcontractor which is bound by an appropriate confidentiality agreement. **
- III. Information received from the DISCLOSING PARTY shall not be deemed to be Confidential Information if:
 - A. The Information is in writing and is not prominently marked as Confidential, or if oral, the Information is not described as Confidential at the time of disclosure and confirmed in writing within ten (10) days and prominently marked as Confidential;
 - B. The Information was available to the public at the time of disclosure to RECEIVING PARTY;
 - C. The Information hereafter becomes available to the public, except as the result of unauthorized disclosure by RECEIVING PARTY;
 - D. The Information is independently developed by RECEIVING PARTY;
 - E. The DISCLOSING PARTY gives RECEIVING PARTY permission to disclose the Information to a third party without restriction;
 - F. The Information is already known to RECEIVING PARTY and/or later is disclosed to RECEIVING PARTY by a third party; or
 - G. The Information is or becomes available on an unrestricted basis to a third party from the DISCLOSING PARTY or from someone acting under its control.

In the event that RECEIVING PARTY is obligated to produce such Information as a result of a court order or pursuant to governmental action and the DISCLOSING PARTY shall have been given notice and an opportunity to appear and object to such disclosure but is unsuccessful, then RECEIVING PARTY may produce such Information as is required by the court order or governmental action.

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persons having a legitimate need to persons having a legitimate need to know Contidential Information; and no further copies of Confidential Information shall be made beyond what is reasonably necessary for evaluation.

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- IV. Nothing in this Agreement shall be construed to require the exclusion from judicial or administrative proceedings of any evidence otherwise discoverable merely because it is presented in the course of negotiations between RECEIVING PARTY and the DISCLOSING PARTY.
- V. Nothing in this Agreement shall be construed to grant to RECEIVING PARTY any right or license under any patent, trademark or copyright of the DISCLOSING PARTY.
- VI. The obligations of RECEIVING PARTY contained herein shall continue for a period of two (2) years from receipt of the particular Confidential Information, regardless of termination of this Agreement.
- VII. This Agreement and all questions concerning the validity, interpretation or performance of any of its terms or provisions, or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of California, U.S.A.
- VIII. This Agreement may be terminated by either party upon not less than thirty (30) days' prior written notice to the other party. Termination of this Agreement will not affect the obligations of the parties with respect to Information which was disclosed hereunder prior to termination.
 - IX. All written notices to, and other written communications between, the parties to this Agreement shall be deemed received (a) when personally delivered by messenger or by courier (such as Federal Express, Emery, United Parcel Service or DHL Express) or by telecopy (facsimile or 'fax' transmission), or (b) five (5) days after being sent by registered or certified airmail, return receipt requested, postage prepaid, or (c) when actually received, if given in any other manner. All such notices and other communications shall be sent to the addresses of the parties set forth below their signatures, or to such other (different and additional) places as they may designate by like notice from time to time.

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IN WITNESS WHEREOF, RECEIVING PARTY and the DISCLOSING PARTY hereby execute this Agreement as of the Effective Date.

RECEIVING PARTY:	DISCLOSING PARTY:
TUJITSU LINITED	Mahr Leons-d Management Com
By: Springs Date: July 11, 1901 Typed Name: SEN ISEKE Title: Several Manager. Legal Division	By: Storogo Math Date: July 1991 Typed Name: Georie J Mahr Title: Manajing Partner
ADDRESS FOR NOTICE:	
TUTITSU LIMITED	Mahr Leonard Management Compa
6-1 maruno uchi 1-chome	Suite 875
Phone: (63) 3=16-2970	Phone: 214-960-7477
Fax: (63) 32/6- 8763	Fax: 214-960-7482

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PATENT AGREEMENT

THIS PATENT AGREEMENT ("Agreement") is effective as of the 24th day of Ocrober , 1991 by and between Gilbert P. Hyatt, an individual having a mailing address at P.O. Box 3357, Cerritos, California 90703, (hereinafter referred to as "HYATT") and Fujitsu Limited, a corporation organized according to the laws of Japan and having its registered office at 1015, Kamikodanaka, Nakahara-ku, Kawasaki-shi, Kanagawa, 211 Japan, (hereinafter referred to as "COMPANY").

WHEREAS, HYATT is the owner of certain patent rights as described herein:

WHEREAS, COMPANY wishes to be licensed certain patent rights from HYATT;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, it is agreed as follows: <u>SECTION 1 - DEFINITIONS</u>

- 1.1 "EFFECTIVE DATE" shall mean the last to occur of the following events, which date shall be entered hereinabove on the first page of this Agreement:
 - (a) Execution of this Agreement by the parties; or
- (b) Approval of this Agreement by the Japanese Government if such approval is required as a matter of Japanese law or regulations.

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and any claim of a patent issuing on any divisional, continuation, reissue, continuation-in-part, or foreign counterpart of any patent listed in this Section 1.4, provided that such patent claim is supported by and is entitled to the benefit of the filing date of any of the 24 patents listed in this Section 1.4.

SECTION 2 - SETTLEMENT AND RELEASES

Subject to the payment of the amount provided for in Section 4.1, HYATT hereby irrevocably releases and covenants not to sue COMPANY, its SUBSIDIARIES which are SUBSIDIARIES as of the EFFECTIVE DATE and its and their respective customers, mediate and immediate, from any and all claims or liability for infringement or alleged infringement of any LICENSED PATENT, which claims have been made or which might be made at any time with respect to any LICENSED PRODUCT manufactured, used, leased, sold or otherwise disposed of by or for COMPANY or its SUBSIDIARIES before the EFFECTIVE DATE and with respect to any process or method practiced in the manufacture or use of such LICENSED PRODUCT before the EFFECTIVE DATE.

SECTION 3 - TRANSFER AND GRANT

3.1 Subject to the payment of the amount provided for in Section 4.1, HYATT hereby transfers and grants during the term of this Agreement a nonexclusive, worldwide, irrevocable license to COMPANY under the LICENSED PATENTS to make, have made, use, import, lease, and sell or otherwise dispose of LICENSED PRODUCTS and to practice any process or method

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CONFIDENTIAL H 01344

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involved in the manufacture or use thereof; provided that the License shall extend to have made LICENSED PRODUCTS only to the extent that such LICENSED PRODUCTS bear the COMPANY'S brand, trademark, tradename or other commercial indicia in a permanently affixed manner. Upon written request from HYATT, COMPANY shall inform HYATT whether, and if so for what product, any manufacturer is operating under the rights granted pursuant to this Section 3.1.

3.2 The rights granted hereunder shall include the right of COMPANY to transfer and grant identical rights hereunder to its SUBSIDIARIES. Any such SUBSIDIARY shall be bound by the terms of and conditions of this Agreement (other than the payment provisions of Section 4) as if it were named herein in the place of COMPANY. Any such rights transferred and granted to a SUBSIDIARY shall terminate on the date such SUBSIDIARY ceases to be a SUBSIDIARY.

3.3 HYATT irrevocably agrees not to assert against any customer, direct or indirect, of COMPANY or any of its SUBSIDIARIES any claim of infringement of LICENSED PATENTS with respect to LICENSED PRODUCTS so licensed under Section 3.1 above; provided, however, that when a LICENSED PRODUCT is incorporated into a larger product by other than COMPANY,—SUBSIDIARY, or in the manner provided for in Section 3.1, the license rights and non-assertion rights granted in Section 3 do not extend to the larger product.

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3.4 In addition to the licenses and rights granted herein, HYATT hereby agrees not to assert against COMPANY, any of its SUBSIDIARIES, their respective customers or the have made manufacturer referred to in Section 3.1 with respect to any products made by or for, used, sold, leased or otherwise disposed of by COMPANY or any of its SUBSIDIARIES on or before September 30, 1996, any of the U.S. patents listed in Exhibit A, nor any claim of a patent issuing on any divisional, continuation, reissue, continuation-in-part, or foreign counterpart of any patent listed in Exhibit A or any ancestor application thereof or of LICENSED PATENTS, provided that such patent claim is supported by and is entitled to the benefit of the filing date of any such patent listed in Exhibit A or any ancestor application thereof or of LICENSED PATENTS (hereinafter collectively called "NON-ASSERTION PATENTS"); provided, however, that when a product covered by a claim of a NON-ASSERTION PATENT is incorporated into a larger product by other than COMPANY, COMPANY's SUBSIDIARIES, or the have made manufacturer referred to in Section 3.1, the non-assertion rights granted hereby do not extend to the larger product. SECTION 4 - PAYMENT

4.1 In consideration for the release granted by HYATT under Section 2 and for the transfer and grant of the LICENSED PATENT rights under Section 3, COMPANY shall pay to HYATT on or before October 31, 1991 the sum of Fifteen Million U.S. Dollars (U.S. \$15,000,000.00).

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The foregoing payment shall be made by wire transfer of immediately available funds to:

BANK:

Union Bank

900 South Main Street

Los Angeles, California 90015

ACCOUNT NAME:

Pretty, Schroeder, Brueggemann & Clark Client Trust Account

ACCOUNT NUMBER: 10051-9635

ROUTING NUMBER: 122000496

4.2 COMPANY shall not be entitled to deduct and withhold any tax in respect to the payment made under Section 4.

SECTION 5 - TERM AND ASSIGNABILITY

- 5.1 The term of this Agreement shall be from the EFFECTIVE DATE until the expiration of the last to expire of the LICENSED PATENTS.
- 5.2 This Agreement is personal to COMPANY and may not be assigned or transferred in whole or in part by COMPANY except with the prior written consent of HYATT and with the approval of any governmental authority as then may be required.
- 5.3 This Agreement shall be assignable by HYATT and shall inure to the benefit of HYATT and his successors and assigns who shall be bound by the terms hereto.

SECTION 6 - REPRESENTATIONS and WARRANTIES

- 6.1 HYATT represents and warrants to COMPANY that:
- (a) HYATT owns or has the right to grant to or for the benefit of COMPANY the rights and privileges granted under this Agreement;

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- (g) to any person having a legitimate business interest in having a private knowledge of the Agreement; or
- (h) to the extent that this Agreement or information concerning same is or becomes generally known by others by means other than a breach of this Agreement.
- 7.5 The captions used in this Agreement are for convenience only and are not to be used in interpreting the obligations of the parties under this Agreement.
- 7.6 This Agreement and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the State of California, USA, without regard to conflict of laws principles.
- 7.7 Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding, unless such unenforceability substantially impairs the benefit of the remaining portion of the Agreement.
- 7.8 This Agreement embodies the entire understanding of the parties as it relates to the subject matter contained herein and as such, supersedes any prior agreement or understandings between the parties relating thereto. No amendment or modification of this Agreement shall be valid or binding upon the parties except by an instrument in writing expressly referring to this Agreement and duly executed by authorized representatives of both parties.

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- 7.9 Any communication under this $A_{\rm p}$ sement shall be in writing and shall be effective upon sending the communication via facsimile or via first class mail, postage prepaid to:
 - (a) If to COMPANY

FUJITSU LIMITED
6-1, Marunouchi 1-chome
Chiyoda-ku, Tokyo 100, Japan
Telephone No.: 011-81-3-3216-9723
Facsimile No.: 011-81-3-3216-9763
Attention : General Manager
Legal Division

(b) If to HYATT:

Gilbert P. Hyatt
c/o Gregory L. Roth, Esq.
PRETTY, SCHROEDER, BRUEGGEMANN & CLARK
444 South Flower Street, Suite 2000
Los Angeles, California 90071-2921
United States of America
Telephone No: (213) 489-4442
Facsimile No: (213) 489-4210

Each party may change its address given above by written notice to the other party. The new address will become effective upon receipt of such notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate counterparts.

FUJITSU LIMITED

GILBERT P. HYATT

By: Sekizawa Tadashi Sekizawa President and

Title: Representative Director

Date: October 23, 1991

By: Silbert P. Hyatt

Date: October 14, 1991

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. The person	whose photo	and signature	appear on this
	and is authoricies		ent it in audit
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Exhibit	104	□ DEFT
Date / -	11-99	
Witness_S	Cox 1	101.1
Jea	an F. Holliday	

Page 1 of 4

			y of the of	T		4
		Departmen business e there was ords only g earch it -	ownership ownership spoke with the proper Trust 6100 39107 and r to check an	5-4323) to 1 office	clarify t has no Nevada	Records ctually vote egistration ess. On taiming as Vegas precinct. Iloyee, swhen the same
	INFORMATION	iss License if T/P had a fler T/P nam omputer rec need to res	rk County T 23 to verify 3 tax bills - 3 1 stated that M.W. Kem Vegas, NV & yatt; asked i	irer (702-45 uments tha	or as well to bert P. Hyat ark County,	of Election - ether 17/P a 2 elect in a 2 elect in a 2 election. It he 17/P a addr registered c Piper Ln. L A a different ections emp she residee Proof usua or D/L with
	INFO	bunty Busine) to find out told that unc ense - but c - they would	e of the Cla 702) 455-43 ecified in the Dorothy and the name of e 1000 Las Gilbert P. Hi	ained in doc	unty Assess that T/P Gill name in Cl.	unity Dept. c - check wh - or the 11/6 told me the told me the 11 he Same 5/4/1 Same 3/4/1 Same 3/4/1 Same 3/4/1 Same 3/4/1 Same 3/4/1 Same 3/4/1 Same 4/4/1 Same 5/4/1 Same 6/4/1 Same
		702-455-4252 Called Clark county Business License Department (702-455-4252) to find out if T/P had a business license - I was told that under T/P name there was no business license - but computer records only go back one year - they would need to research it need request in writing no charge -	702-455-4323 Called the office of the Clark County Treasurer and Tax Receiver (702) 455-4323 to verify ownership of the property specified in the tax bills - spoke with a woman named Dorothy and stated that the property is registered in the name of M.W. Kem Trust 6100 Elton Ave. Suite 1000 Las Vegas, NV 89107 and not in the name of Glibert P. Hyatt; asked to check any R/E in Hyatt's name but can not find any.	702-455-4323 Called Clark County Treasurer (702-455-4323) to clarify info contained in documents that office furnished to me.	Called Clark County Assessor as well to clarify info fumished - that T/P Gilbert P. Hyatt has no R/E listed in his name in Clark County, Nevada	Called Clark County Dept. of Election - Records Dept - (Shawna) - check whether T/P actually voted. T/P voted once - in the 11/92 election. Employee there told me that the T/P's registration affidavit showed the S. Pecos Rd. address. On 7/5/94, just recently, T/P re-registered claiming to be residing in 5441 Sand Piper Ln. Las Vegas Nevada 89102 and assigned a different precinct. According to the Dept. of Elections employee, one must prove where he or she resides when registering or re-registering. Proof usually showing a bill addressed to the place or D/L with the same address claimed in the affidavit
	#	4252 Ca (70 (70 11ce 11ce 12ce 12ce 12ce 12ce 12ce 12ce	the the is a call of the the is a call of the call of	t323 Cal clar furr	Call info RVE	Call Dep 17/P T/P Nev Per Per Per Per Per Per Per Per Per Per
	PHONE #	702-455-	702-455-	702-455-		3
		e Dept.	Collector			
	CONTACT	ss Licens	rer & Tax	Je.	5	f Election
	5	A Pusine	y Treasurothy	y Treasur	y Assesso	v Dept. of ot.
NTACTS	100	OVI 15/1993 Clark County Business License Dept.	06/17/1994 Clark County Treasurer & Tax Collector spoke to Dorothy	07/05/1994 Clark County Treasurer	07/05/1994 Clark County Assessor	07/13/1994 Clark County Dept. of Election Records Dept. spoke to Shawna
FTB AUDIT NEVADA PHONE CONTACTS THIRD PARTIES	7/4 5/4000	288-1/01/	1/17/1994 (/05/1994 (/05/1994 (713/1894 G
FTB AUDIT NEVADA PHONE THIRD PARTIES	27.00		e	00	70	0.70
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unty Assessor's Office 702-455-3882 Development Authority oper rails Sherri rails Sherri Ower Patsy Sun	FTB AUDIT NEVADA PHONE CONTACTS		
Syl994 Clark County Assessor's Office 702-455-3882 Garol Cooper A/1995 Wagon Trails Spoke to Sherri Syl995 Wada Power Spoke to Kathy Syl995 Las Vegas Sun	PARTIES		
Ssessor's Office 702-455-3882 pment Authority 702-367-5555	DATE		INFORMATION
pment Authority 702-387-5555	07/13/1994 Clark County Assessor's Offi		702-455-3882 Called the Clark County Assessor's office
pment Authority 702-367-5555			(702) 455-3882 to verify ownership of 5441 Sand
pment Authority 702-367-5555			Piper Lane, Las Vegas, Nevada
pment Authority 702-367-5555			Evelyn of that office said the property is in the
pment Authority 702-367-5555			name of Michael W. and La Don Kem since
pment Authority 702-367-5555			12/14/82. Michael W. Kem is the T/P's
pment Authority 702-367-5555			representative in this audit.
702-387-5555	01/26/1995 Nevada Development Author	25	Carol Cooper of Nevada Development Authority
702-387-5555	Carol Cooper		called - She checked memberships back each
702-387-5555			year to 1991 for Gilbert Hyatt and Digital Nutronics
702-387-5555			and she found no listing - she will send a statement
702-387-5555	111 200111100		in writing.
702-367-5555	03/14/1995 Wagon Trails		Wagon Trails Apartment supervisor called yesterday
702-367-5555			and left message. I called back and spoke to Sherri -
702-367-5555		-	She said that she would not be able to send copies
702-367-5555	Spoke to Sherri		of the file without Mr. Hyatt's consent.
702-367-5555	03/14/1995 Wagon Trails		Colled Short of Moses Taring 4
702-367-5555	spoke to Sherri	*	valied Shelli of Wagoil Iralis Apr She Will send a written statement
	03/23/1995 Nevada Power	702-367-5555	Called utility companies in las Vegas -
			Kathy of Nevada Power (702-367-5555)
	447		She said that they will not release any customer
	Spoke to Katny		information w/o order from law enforcement agency.
	US/Z3/1995 Nevada Power		Spoke to Patsy at Nevada Power - She said that
	spoke to Patsy		they have not compiled any studies about average
			household power usage for Las Vegas, as each
			household varies so much.
The price of a new	US/Z3/1995 Las Vegas Sun	_	Called Las Vegas Sun -
	⊕		The price of a newspaper subscription is \$1.75/wk.
Got address to ser			Got address to send them a letter.

Page 3 of 4

FTB AUDIT NEVADA PHONE CONTACTS THIRD PARTIES	ONTACTS	a S	
DATE	CONTACT	PHONE #	INFORMATION
03/23/1995	03/23/1995 Las Vegas Water Valley District		Called Las Vegas Valley Water District -
			They said that bills are based on water usage -
3			they said they would call back regarding
			studies about average nousehold usage in Las Vegas - Laiso oot their address
03/23/1995	03/23/1995 Silver State Disposal		Called Silver State Disposal - They said that they
			charge a flat rate for residential pickup
		•	\$29.98/quarter - I also got their address
03/24/1995	03/24/1995 Las Vegas Water District	702-258-3984	702-258-3984 Spoke to Pat Greene at the Las Vegas Water
	Spoke to Pat Greene		District water conservation department -
	of water conservation dept.		(702) 258-3984
89	27(He said that for a household in Las Vegas with
	10		indoor usage only, the usage is approximately 4,000
	2		gallons per person at .98 is equal to about \$11,00
	¥6		per month (assuming 2 people) -
100		ti	He looked up the account for 7335 Tara -
			He said that the account is in the name of G. Julia
			Jeng (since 4/92). He said that we can get copies
			of bills if we write to customer relations. He said
	2	888	that the water usage at this residence does
	•	tii	fluctuate quite a bit.
03/24/1995	03/24/1995 Southwest Gas Consumer Holline		Called Southwest Gas Consumer Hotline-
	33		They do not have studies on average gas usage.
SOCREC			as it varies from household to household.
03/30/1993	US/SU/1995 Clark County Recorder's Office		Called Clark County Recorder's Office
	10		They show a deed recorded, but they do not show
03/30/1005	03/30/4005 Clark County Accounts Office		the trust recorded -
COR INCION	Cidin County Assessor's Office		Called county assessor's office for Clark County -
04/04/1995	04/04/1995 Clark County School District	100 700 5404	I rusts do not have to be recorded -
	Hillary Double	102-139-2404	102-138-3404 Kecelved a message from Hilary Porter of the
			Clark County School District - I will call her back today (702) 799-5484
	(%)		Spoke to Hilary Porter of Clark County School
	18		District - she will check on this and get back to

Page 4 of 4

PHONE #	702-799-5484 Called Hilary Porter of Clark County School District - she is still checking on this for me - she will call me back.	Called Georgia Hekl of Southwest Gas Corp She said that the 7335 Tara account is in the name of Julia Jeng.	702-486-2500 Received a call from the governor of Nevada's office Rashanda called - 702-486-2500 She said that Gilbert Hyatt has not been to the Governor's office. Called back and spoke to secretary Mary Ann - She said that they have never heard of Gilbert Hyatt. Neither have the Governor's security people. She said that she will send me a	Spoke to Hilary Porter of Las Vegas School District - She has not been able to find out any information about Gilbert Hyatt volunteer activities. She has inquired of several computer specialists within the school district She will send a statement in writing.	Called Las Vegas Business Activity office and spoke to Carol- they have no record of Gilbert Hyatt business license.	I called nevada Dept. of Taxation and spoke to Arlys - she said that Gilbert Hyatt filed for a business license in 12/92 (these licenses are for payroll tax purposes.)
FTB AUDIT NEVADA PHONE CONTACTS THIRD PARTIES DATE CONTACT	04/07/1995 Clark County School District Hilary Porter	04/07/1995 Southwest Gas Corp. Georgia Heki		05/17/1995 Clark County School District Hilary Porter	09/27/1995 Las Vegas Business Activity Office spoke to Carol	09/27/1995 Nevada Department of Taxation spoke to Arrys

STATE OF CALIFORNIA



FRANCHISE TAX BOARD 6150 VAN NUYS BOULEVARD, ROOM 100 VAN NUYS, CA 91401

Tel. (818) 901-5227

July 15, 1993

In reply refer to: 367: VN: MS

Department of Motor Vehicles Record Section 555 Wright Way Carson City, NV 89711-0250

For the purposes of administering the Personal Income Tax Law of the state of California and for that purpose only, we would appreciate your cooperation in providing a photocopy of the driver's license application, automobile registration certificates, and driving record of the following individual:

Name

: Gilbert P. Hyatt

Social Security Number : 069-30-9999

Date of Birth

03/26/38

Address

: P.O. Box 50028

Las Vegas, NV 89160

For your convenience we have enclosed a self-addressed, postage paid envelop.

Thank you very much for your cooperation.

Marc Shayer Tax Auditor

Enclosure

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CONFIDENTIAL H 01223

Franchise Tax Board 333 North Glenoaks Blvd., 2nd Floor Burbank, CA 91502

April 19, 1994

In reply refer to: VN:fps

Gentlemen:

Clark County Department Of Election 1860 E. Sahara Ave. Las Vegas, NV 89104

For the purpose of administering the personal income tax law of the state of California and for that purpose only, we would appreciate your cooperation in providing a photocopy of the voter registration certificate executed by the person indicated below:

Name

GILBERT P. HYATT

SSN : ADDRESS : 069-30-9999

P. O. Box 60028 Las Vegas, Nevada

89160

P. O. Box 81230

Las Vegas, Nevada 89180

We would be very thankful if you could advise us also of the years he actually voted in the great state of Nevada.

Sincerely,

Felix P. Soriano Tax Auditor (818) 556-2909

H 01269

STATE	OF	CALIFORNIA

Attn: F. P. SORIANO



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EXHIBIT 13

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STATE OF CALIFORNIA

FRANCHISE TAX BOARD 233 N. GLENOAKS BLVD., SUITE 200 3BANK, CA 91502-1170 EPHONE: (818) 556-2909

June 17, 1994

In reply refer to: 367: UN: fps

Clark County Treasurer & Tax Receiver P. O. Box 551220 Las Vegas, Nevada 89155-1220

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the information specified below from records in your possession or under your control.

- 1. Copy of the 1992-93 and 1993-94 property tax bills;
- 2. Copies of the checks used to pay the taxes for the subject tax years;

on a real property located at 7335 Tara Ave., Spring Valley, Nevada, Parcel Number 163-10-208-003-94.

For your convenience we have enclosed a self-addressed, postage paid envelop.

Thank you very much for your cooperation.

Tax Auditor

old# 310.740.039

1/5 Spale W/ JANET - Office of ille CLARK CTY TREASURER = PROPERTY IS IN TIK NAME OF KEEN TRUST. KEKN MICHAEL W TRUSTE.

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STATE OF CALIFORNIA

TRANCHISE TAX BOARD

39 N. GLENOAKS BLVD., SUITE 200

JURBANK, CA 91502-1170

TELEPHONE: (818) 556-2909

June 17, 1994.

In reply refer to: 367: VN:fps

Clark County Assessor 309 South Third Street, 4th Floor Las Vegas, Nevada 89155

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the information specified below from records in your possession or under your control.

On a real property located at 7335 Tara Ave., Spring Valley, Nevada, Parcel Number 163-10-208-003-94:

 The names of current registered owner, previous owner and date of transfer.

Also, please furnish information on real estate, if any, registered under the name of the person indicated below.

Name Social Security Number GILBERT P. HYATT

069-30-9999

For your convenience we have enclosed a self-addressed, postage paid envelop.

Thank you very much for your cooperation.

F. P. Soriand Tax Auditor

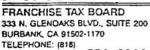
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CONFIDENTIAL

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3/29





556-2909



October 25, 1994

In reply refer to: 367: BUR :fps

Clark County Recorder 309 South Third Street P. O. Box 55150 Las Vegas, Nevada 89155-1510

Gentlemen:

Per your instructions, here is a check for seventeen dollars (517.00) for the processing of documents requested in our letter of October, 20, 1994, copy enclosed. I apologize for not having correctly guessed the iee required.

Thank you very much for your cooperation.

Tax Auditor

No Trust Decleration Only Deed.

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CONFIDENTIAL H 01461

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

333 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170
TELEPHONE: (818)

556-2903



October 20, 1994

In reply refer to: 367:8UR :fps

Clark County Recorder 309 South Third Street P. O. Box 55150 Las Vegas, Nevada 89155-1510

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the information specified below from records in your possession or under your control.

- Copy of Grant Deed or similar document executed by Jerry Stratton to Kern Trust related to 7335 Tara Avenue real property.
- Copy of the Trust Provisions or Declarations, if any, of Kern Trust, Kern, Michael W. - Trustee.

A check for ten dollars (\$10.00) is enclosed to pay for the required fees.

For your convenience we have enclosed a self-addressed, postage paid envelop.

Thank you very much for your cooperation.

F. P. Soriano Tax Auditor

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CONFIDENTIAL

H 01462



FRANCHISE TAX BOARD

333 N. GLENOAKS BLVD., SUITE 200

IRBANK, CA 91502-1170

JELEPHONE: (818)

(818) 556-2942

February 27, 1995

Dr. Steven Hall 2815 S. Rainbow Las Vegas, Nevada 89102

For the purposes of administering the California Personal Income Tax Law, and for that purpose only, the following information is requested under authorization of California Personal Income Law Section 19254.

Between 1991 and 1993, was the following individual listed below treated at your facility?

Gilbert P. Hyatt

If so, please indicate which dates the individual visited your office/facility.

For your own convenience, you may make marginal notations on the extra copy of this letter and return it in the enclosed postage paid envelope.

1/11 6

Thank you for your valuable cooperation.

Sheila Cox Tax Auditor Telephone (818) 556-2942

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FRANCHISE TAX BOARD

33 N. GLENOAKS BLVD., SUITE 200

RBANK, CA 91502-1170

LEPHONE: (818)

(818) 556-2942

February 27, 1995

University Medical Center 1800 W. Charleston Las Vegas, Nevada 89102

For the purposes of administering the California Personal Income Tax Law, and for that purpose only, the following information is requested under authorization of California Personal Income Law Section 19254.

Between 1991 and 1993, was the following individual listed below treated at your facility?

Gilbert P. Hyatt

If so, please indicate which dates the individual visited your office/facility.

For your own convenience, you may make marginal notations on the extra copy of this letter and return it in the enclosed postage paid envelope.

Thank you for your valuable cooperation.

Sheila Cox Tax Auditor Telephone (818) 556-2942

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