

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

LYNITA SUE NELSON,  
INDIVIDUALLY, AND IN HER  
CAPACITY AS INVESTMENT  
TRUSTEE OF THE LYNITA S.  
NELSON NEVADA TRUST DATED  
MAY 30, 2001,  
Appellants/Cross-Respondents,  
vs.  
MATT KLABACKA AS  
DISTRIBUTION TRUSTEE OF THE  
ERIC L. NELSON NEVADA TRUST  
DATED MAY 30, 2001; AND ERIC L.  
NELSON,  
Respondents/Cross-Appellant.  
and  
ERIC L. NELSON,  
Respondent.

SUPREME COURT CASE NO.: 87234

District Court Case No. 24-01537  
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**APPENDIX TO APPELLANT, LYNITA NELSON'S OPENING BRIEF**

**VOLUME 13**

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S. Nelson Nevada Trust Dated May 30, 2001*

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## **CERTIFICATE OF SERVICE**

Pursuant to Nevada Rule of Civil Procedure 5(b) and NEFCR 9, the undersigned hereby certifies that on February 13, 2024, a copy of the **APPENDIX TO APPELLANT, LYNITA NELSON'S OPENING BRIEF VOLUME 13** was filed with the Clerk of the Court through the Court's eFlex electronic filing system and notice will be sent electronically by the Court to the following:

Jeffrey P. Luszeck, Esq. SOLOMON DWIGGINS FREER & STEADMAN, LTD. 9060 West Cheyenne Avenue Las Vegas, NV 89129 Tel: (702) 853-5483 Fax: (702) 853-5485 <a href="mailto:jluszeck@sdfnvlaw.com">jluszeck@sdfnvlaw.com</a> <i>Attorneys for Matt Klabacka, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001</i>	Michelle A. Hauser, Esq. Hauser Family Law 1489 W. Warm Springs Road, Suite 100 Henderson, NV 89014 <a href="mailto:michelle@hauserfamilylaw.com">michelle@hauserfamilylaw.com</a> <i>Attorney for Plaintiff Eric Nelson Individually</i>
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MICHAELSON LAW

/s/ Michelle Ekanger

An Employee of Michaelson Law

**Section 6.03 Landlord's Obligations.**

- (a) Except as provided in Article Seven (Damage or Destruction) and Article Eight (Condemnation), Landlord shall keep the following in good order, condition and repair: the foundations, exterior walls and roof of the Property (including painting the exterior walls of the Property not more often than once every five (5) years, if necessary) and all components of electrical, mechanical, plumbing, heating and air conditioning systems and facilities located in the Property which are concealed or used in common by tenants of the Project. However, Landlord shall not be obligated to maintain or repair windows, doors, plate glass or the interior surfaces of exterior walls. Landlord shall make repairs under this Section 6.03 within a reasonable time after receipt of written notice from Tenant of the need for such repairs.
- (b) Tenant shall pay or reimburse Landlord for all costs Landlord incurs under Paragraph 6.03(a) above as Common Area costs as provided for in Section 4.06 of the Lease. Tenant waives the benefit of any statute in effect now or in the future which might give Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Property in good order, condition and repair.

**Section 6.04 Tenant's Obligations.**

- (a) Except as provided in Section 6.03, Article Seven (Damage or Destruction) and Article Eight (Condemnation), Tenant shall keep all portions of the Property (including structural, non-structural, interior, systems and equipment) in good order, condition and repair (including interior repainting and refinishing, as needed). If any portion of the Property or any system or equipment in the Property which Tenant is obligated to repair cannot be fully repaired or restored, Tenant shall promptly replace such portion of the Property or system or equipment in the Property, regardless of whether the benefit of such replacement extends beyond the Lease term; but if the benefit or useful life of such replacement extends beyond the Lease Term (as such term may be extended by exercise of any options), the useful life of such replacement shall be prorated over the remaining portion of the Lease Term (as extended), and Tenant shall be liable only for that portion of the cost which is applicable to the maintenance of the heating and air conditioning system by a licensed heating and air conditioning contractor, unless Landlord maintains such equipment under Section 6.03 above. If any part of the Property or the Project is damaged by any act or omission of Tenant, Tenant shall pay Landlord the cost of repairing or replacing such damaged property, whether or not Landlord would otherwise be obligated to pay the cost of maintaining or repairing such property. It is the intention of Landlord and Tenant that at all times Tenant shall maintain the portions of the Property which Tenant is obligated to maintain in an attractive, first-class and fully operative condition.
- (b) Tenant shall fulfill all of Tenant's obligations under this Section 6.04 at Tenant's sole expense. If Tenant fails to maintain, repair or replace the property as required by this Section 6.04, Landlord may, upon ten (10) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Property and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair immediately upon demand.

**Section 6.06 Alterations, Additions and Improvements.**

- (a) Tenant shall not make any alterations, additions, or improvements to the Property without Landlord's prior written consent, except for non-structural alterations which do not exceed Ten Thousand Dollars (\$10,000) in cost cumulatively over the Lease Term and which are not visible from the outside of any building of which the property is part. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of the Paragraph 6.06(a) upon Landlord's written request. All alterations, additions, and improvements shall be done in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord. Upon completion of any such work, Tenant shall provide Landlord with As-Built plans, copies of all construction contracts, and proof of payment for all labor and materials.
- (b) ~~Tenant shall pay when due all claims for labor and materials furnished to the Property. Tenant shall give Landlord at least twenty (20) days prior written notice of the commencement of any work on the Property, regardless of whether Landlord's consent to such work is required. Landlord may elect to~~

record and post notices of non-responsibility on the Property.

**Section 6.08. Condition upon Termination.** Upon the termination of the Lease, Tenant shall surrender the Property to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Article Seven (Damage or Destruction). In addition, Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) prior to the expiration of the Lease and to restore the Property to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Property. Tenant shall repair, at Tenant's expense, any damage to the Property caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property) without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.

#### **ARTICLE SEVEN: DAMAGE OR DESTRUCTION**

##### **Section 7.01. Partial Damage to Property.**

- (a) Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to the Property. If the Property is only partially damaged (i.e., less than fifty percent (50%) of the Property is untenantable as a result of such damage or less than fifty percent (50%) of Tenant's operations are materially impaired) and if the proceeds received by Landlord from the insurance policies described in Paragraph 4.04(b) are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the damage as soon as reasonably possible. Landlord may elect (but is not required) to repair any damage to Tenant's fixtures, equipment, or improvements.
- (b) If the insurance proceeds received by Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which Landlord maintains under Paragraph 4.04(b), Landlord may elect either to (i) repair the damage as soon as reasonable possible, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant within thirty (30) days after receipt of notice of the occurrence of the damage whether Landlord elects to repair the damage or terminates the Lease. If Landlord elects to repair the damage, Tenant shall pay Landlord the Deductible amount (if any) under Landlord's insurance policies and, if the damage was due to an act or omission of Tenant, or Tenant's employees, agents, contractors or invitees, the difference between the actual cost of repair and any insurance proceeds received by Landlord. If Landlord elects to terminate the Lease, Tenant may elect to continue this Lease in full force and effect, in which case Tenant shall repair any damage to the Property and any building in which the Property is located. Tenant shall pay the cost of such repairs, except that upon satisfactory completion of such repairs, Landlord shall deliver to Tenant any insurance proceeds received by Landlord for the damage repaired by Tenant. Tenant shall give Landlord written notice of such election within ten (10) days after receiving Landlord's termination notice.
- (c) If the damage to the Property occurs during the last six (6) months of the Lease Term and such damage will require more than thirty (30) days to repair, either Landlord or Tenant may elect to terminate this Lease as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease shall give written notification to the other party of such election within thirty (30) days after Tenant's notice to Landlord of the occurrence of the damage.

**Section 7.02. Substantial or Total Destruction.** If the Property is substantially or totally destroyed by any cause whatsoever (i.e., the damage to the Property is greater than partial damage as described in Section 7.01), and regardless of whether Landlord received any insurance proceeds, this Lease shall terminate as of the date the destruction occurred. Notwithstanding the preceding sentence, if the Property can be rebuilt within six (6) months after the date of destruction, Landlord may elect to rebuild the Property at Landlord's expense, in which case this Lease shall remain in full force and effect. Landlord shall notify Tenant of such election within thirty (30) days after Tenant's notice of the occurrence of total or substantial destruction. If Landlord so elects, Landlord shall rebuild the Property at Landlord's sole expense, except that if the destruction was caused by an act or omission of Tenant, Tenant shall pay Landlord the

difference between the actual cost of rebuilding and any insurance proceeds received by Landlord.

**Section 7.03. Temporary Reduction of Rent.** If the Property is destroyed or damaged and Landlord or Tenant repairs or restores the Property pursuant to the provisions of this Article Seven, any rent payable during the period of such damage, repair and/or restoration shall be reduced according to the degree, if any, to which Tenant's use of the Property is impaired. However, the reduction shall not exceed the sum of one years payment of Base Rent, insurance premiums and real property taxes. Except for such possible reduction in Base Rent, insurance premiums and real property taxes, Tenant shall not be entitled to any compensation, reduction, or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of or to the Property unless damage is due to Landlord negligence or willful misconduct.

**Section 7.04. Waiver.** Tenant waives the protection of any statute, code or judicial decision which grants a tenant the right to terminate a lease in the event of the substantial or total destruction of the leased property. Tenant agrees that the provisions of Section 7.02 above shall govern the rights and obligations of Landlord and Tenant in the event of any substantial or total destruction to the Property.

#### **ARTICLE EIGHT: CONDEMNATION**

If all or any portion of the Property is taken under the power of eminent domain or sold under the threat of that power (all of which are called (Condemnation), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more than twenty percent (20%) of the floor area of the building in which the Property is located, or which is located on the Property, is taken, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Property not taken, except that the Base Rent and Additional Rent shall be reduced in proportion to the reduction in the floor area of the Property. Any Condemnation award or payment shall be distributed in the following order: (a) first, to any ground lessor, mortgagee or beneficiary under a deed of trust encumbering the Property, the amount of its interest in the Property; (b) second, to Tenant, only the amount of any award specifically designated for loss of or damage to Tenant's trade fixtures or removable personal property; and (c) third, to Landlord, the remainder of such award, whether as compensation for reduction in the value of the leasehold, the taking of the fee, or otherwise. If this Lease is not terminated, Landlord shall repair any damage to the Property caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority. If the severance damages received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to either terminate this Lease or make such repair at Landlord's expense.

#### **ARTICLE NINE: ASSIGNMENT AND SUBLETTING**

**Section 9.01. Landlord's Consent Required.** No portion of the Property or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlord's prior written consent, except as provided in Section 9.02 below. Landlord has the right to grant or withhold its consent as provided in Section 9.05 below. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant is a partnership, any cumulative transfer of more than twenty percent (20%) of the partnership interests shall require Landlord's consent. If Tenant is a corporation, any change in the ownership of a controlling interest of the voting stock of the corporation shall require Landlord's consent.

**Section 9.02. Tenant Affiliate.** Tenant may assign this Lease and sublease the Property, without Landlord's consent, to any corporation resulting from the merger of or consolidation with Tenant (Tenant Affiliate). In such case, any Tenant's Affiliate shall assume in writing all of Tenant's obligations under this lease.

**Section 9.03. No Release of Tenant.** No transfer permitted by the Article Nine, whether with or without Landlord's consent, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of rent from any other person is not a waiver of any provision of this Article Nine. Consent to one transfer is not a consent to any subsequent transfer. If Tenant's transferee defaults under this Lease, Landlord may proceed directly against tenant without pursuing remedies against the transferee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant's liability under this Lease.



**Section 9.04. Offer to Terminate.** If Tenant desires to assign the Lease or sublease the Property, Tenant shall have the right to offer, in writing, to terminate the Lease as of a date specified in the offer. If Landlord elects in writing to accept the offer to terminate within twenty (20) days after notice of the offer, the Lease shall terminate as of the date specified and all the terms and provisions of the Lease governing termination shall apply. If Landlord does not so elect, the Lease shall continue in effect until otherwise terminated and the provisions of Section 9.5 with respect to any proposed transfer shall continue to apply.

**Section 9.05. Landlord's Consent.**

- (a) Tenant's request for consent to any transfer described in Section 9.01 shall set forth in writing the details of the proposed transfer, including the name, business and financial condition of the prospective transferee, financial details of the proposed transfer (e.g., the term of and the rent and security deposit payable under any proposed assignment or sublease), and any other information Landlord deems relevant. Landlord shall have the right to withhold consent, if reasonable, or to grant consent, based on the following factors: (i) the business of the proposed assignee or subtenant and the proposed assignee or subtenant; (ii) the net worth and financial reputation of the proposed assignee or subtenant; (iii) Tenant's compliance with all of its obligations under the Lease; and (iv) such other factors as Landlord may reasonably deem relevant. If Landlord objects to a proposed assignment solely because of the net worth and/or financial reputation of the proposed assignee, Tenant may nonetheless sublease (but not assign), all or a portion of the Property to the proposed transferee, but only on the other terms of the proposed transfer.
- (b) If Tenant assigns or subleases, the following shall apply:
- (i) Tenant shall pay to Landlord as Additional Rent under the Lease the Landlord's Share (stated in Section 1.13) of the Profit (defined below) on such transaction as and when received by Tenant, unless Landlord gives written notice to Tenant and the assignee or subtenant that Landlord's Share shall be paid by the assignee or subtenant to Landlord directly. The (Profit) means (A) all amounts paid to Tenant for such assignment or sublease, including "key" money, monthly rent in excess of the monthly rent payable under the Lease, and all fees and other consideration paid for the assignment or sublease, including fees under any collateral agreements, less (B) costs and expenses directly incurred by Tenant in connection with the execution and performance of such assignment or sublease for real estate brokers commissions and costs of renovation or construction of tenant improvements required under such assignments or sublease. Tenant is entitled to recover such costs and expenses before Tenant is obligated to pay the Landlord's Share to Landlord. The Profit in the case of a sublease of less than all the Property is the rent allocable to the subleased space as a percentage on a square footage basis.
- (ii) Tenant shall provide Landlord written statement certifying all amounts to be paid from any assignment or sublease of the Property within thirty (30) days after the transaction documentation is signed, and Landlord may inspect Tenant's books and records to verify the accuracy of such statement. On written request, Tenant shall not be a consent to any further assignment or subletting. The breach of Tenant's obligation under this Paragraph 9.05(b) shall be a material default of the Lease.

**Section 9.06. No Merger.** No merger shall result from Tenant's sublease of the Property under this Article Nine, Tenant's surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord under any or all subtenancies.

**ARTICLE TEN: DEFAULTS; REMEDIES**

**Section 10.01. Covenants and Conditions.** Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

**Section 10.02. Defaults.** Tenant shall be in material default under this Lease:

- (a) If Tenant abandons the Property or if Tenant's vacation of the Property results in the cancellation of any insurance described in Section 4.04;
- (b) If Tenant fails to pay rent or any other charge when due;
- (c) If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for period of thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant

commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease. The notice required by this Paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirements.

- (d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease is subjected to attachment, execution or the judicial seizure which is not subparagraph (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant under this Lease.
- (e) If any guarantor of the Lease revokes or otherwise terminates, or purports to revoke or otherwise terminate, any guaranty of all or any portion of Tenant's obligation under the Lease. Unless otherwise expressly provided, no guaranty of the Lease is revocable.

**Section 10.03. Remedies.** On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have

- (a) Terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and other charges which Landlord had earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Tenant would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligation under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Property after such default, the cost of recovering possession of the Property, expenses of retelling, including necessary renovation or alteration of the Property, Landlord's reasonable attorneys fees incurred in connection therewith, and any real estate commission paid or payable. As used in subparts (i) and (ii) above, the Worth at the time of the award is computed by allowing interest on unpaid amounts at the rate of fifteen percent (15%) per annum, or such lesser amounts may then be the maximum lawful rate. As used in subpart (iii) above, the Worth at the time of the award is computed by discounting such amount at the discount rate of Federal Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant has abandoned the Property, Landlord shall have the option of (i) retaking possession of the Property and recovering from Tenant the amount specified in this Paragraph 10.03(a), or (ii) proceeding under Paragraph 10.03(b);
- (b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Property. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due;
- (c) Pursue any other remedy now or hereafter to Landlord under the laws or judicial decisions of the state in which the property is located.

**Section 10.04. Repayment of "Free" Rent.** If this Lease provides for a postponement of any monthly rental payments, a period of "free" rent or other rent concessions, such postponed rent or "free" rent is called the "Abated Rent". Tenant shall be credited with having paid all the Abated Rent on the expiration of the Lease from only if Tenant has fully, faithfully, and punctually performed all of Tenant's obligations

hereunder, including the payment of all rent (other than the Abated Rent) and all other monetary obligations and the surrender of the Property in the physical condition required by this Lease, Tenant acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Tenant's full, faithful and punctual performance of its obligations under this Lease. If Tenant defaults and does not cure within any applicable grace period, the Abated Rent shall immediately become due and payable in full and this Lease shall be enforced as if there were no such rent abatement or other rent concession. In such case Abated Rent shall be calculated based on the full initial rent payable under this Lease.

**Section 10.05. Automatic Termination.** Notwithstanding any other term or provision hereof to the contrary, the Lease shall terminate on the occurrence of any act which affirms the Landlord's intention to terminate the Lease as provided in Section 10.03 hereof, including the filing of an unlawful detainer action against Tenant. On such termination, Landlord's damages for default shall include all costs and fees, including reasonable attorneys fees that Landlord incurs in connection with the filing, commencement, pursuing and/or defending of any action in any bankruptcy court or other court with respect to the Lease; the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant; or the pursuing of any action with respect to Landlord's right to possession of the Property. All such damages suffered (apart from Base Rent and other rent payable hereunder) shall constitute pecuniary damages which must be reimbursed to Landlord prior to assumption of the Lease by Tenant or any successor to Tenant in any bankruptcy or other proceeding.

**Section 10.06. Cumulative Remedies.** Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

#### **ARTICLE ELEVEN: PROTECTION OF LENDERS**

**Section 11.01. Subordination.** Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender which is acquiring a security interest in the Property or the Lease. Tenant shall execute such further documents and assurances as such lender may require, provided that Tenant's obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Tenant shall not be deprived of its rights under this Lease. Tenant's right to quiet possession of the Property during the Lease Term shall not be disturbed if Tenant pays the rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed or trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date recording thereof.

**Section 11.02. Assignment.** If Landlord's interest in the Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Property and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Property upon the transfer of Landlord's interest.

**Section 11.03. Signing of Documents.** Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. If tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

#### **Section 11.04. Estoppel Certificates.**

- (a) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been cancelled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other representations or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrance of the Property may require. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrance of the

Property. Such purchaser or encumbrances may rely conclusively upon such statement as true and correct.

- (b) If Tenant does not deliver such statement to Landlord within such ten (10)-day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been cancelled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

**Section 11.05. Tenant's Financial Condition.** Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant or any assignee, subtenant, or guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Property. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statements as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this Lease.

#### **ARTICLE TWELVE: LEGAL COSTS**

**Section 12.01. Legal Proceedings.** If Tenant or Landlord shall be in breach or default under this Lease, such party (the Defaulting Party) shall reimburse the other party (the "Non- defaulting Party") upon demand for any costs or expenses that the Non-defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys fees and costs. The losing party in such action shall pay such attorneys fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Property by license of or agreement of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

**Section 12.02. Landlord's Consent.** Tenant shall pay Landlord's reasonable attorneys fees incurred in connection with Tenant's request for Landlord's consent under Article Nine (Assignment and Subletting), or in connection with any other act which Tenant proposed to do and which requires Landlord's consent.

#### **ARTICLE THIRTEEN: MISCELLANEOUS PROVISION**

**Section 13.01. Non-Discrimination.** Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subletting, transferring, occupancy, tenure or use of the Property or any portion thereof.

#### **Section 13.02. Landlord's Liability; Certain Duties.**

- (a) As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Property or Project or the leasehold estate under a ground lease of the Property or Project at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds that Tenant previously paid if such funds have not yet been applied under the terms of this Lease.
- (b) Tenant shall give written notice of any failure by Landlord to perform any of its obligations under

this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Property whose name and address have been furnished to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such cure is commenced within such thirty (30) - day period and thereafter diligently pursued to completion.

- (c) Notwithstanding any term or provision herein to the contrary, the liability of Landlord for the performance of its duties and obligations under this Lease is limited to Landlord's interest in the Property and the Project, and neither the Landlord nor its partners, shareholders, officers or other principals shall have any personal liability under this Lease.

**Section 13.03. Severability.** A determination by a court of competent jurisdiction that any provision of this Leases or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

**Section 13.04. Interpretation.** The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term Tenant shall include Tenant's agents, employees, contractors, invitees, successors or others using the Property with Tenant's expressed or implied permission.

**Section 13.05. Incorporation of Property Agreements; Modifications.** This Lease is the only agreement between the parties pertaining to the lease of the Property and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

**Section 13.06. Notices.** All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address specified in Section 1.03 above, except that upon Tenant's taking possession of the Property, the Property shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered to the address specified in Section 1.02 above. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party.

**Section 13.07. Waivers.** All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

**Section 13.08. No Recordation.** Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "Short Form" memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees.

**Section 13.09. Binding Effect; Choice of Law.** This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the state in which the Property is located shall govern this Lease.

**Section 13.10. Corporate Authority; Partnership Authority.** If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Within thirty (30) days after this Lease is assigned, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's Board of Directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant is a partnership or limited liability company, each person or entity signing this Lease for Tenant represents and warrants that he or it is a general partner of the partnership or the managing member of the LLC and that he or it has full authority to sign for the partnership or LLC. This Lease binds the partnership and all general partners of the partnership or the LLC and its managing member. Tenant shall give written notice to Landlord of any general partner's withdrawal or addition. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a copy of Tenant's recorded statement of partnership, certificate of limited partnership or

articles of organization.

**Section 13.11 Joint and Several Liability.** All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

**Section 13.12. Force Majeure.** If Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

**Section 13.13. Execution of Lease.** This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

**Section 13.14. Survival.** All representations and warranties of Landlord and Tenant shall survive the termination of this Lease.

#### ARTICLE FOURTEEN: BROKERS

**Section 14.01 Brokers Fee.** When this Lease is signed by and delivered to both Landlord and Tenant, Landlord shall pay a real estate commission to Landlord's Broker named in Section 1.08 above, if any, as provided in the written agreement between Landlord and Landlord's Broker, or the sum stated in Section 1.08 above for services rendered to Landlord by Landlord's Broker in this transaction. Landlord shall pay Landlord's Broker a commission if Tenant exercises any option to extend the Lease Term or to buy the Property, or any similar option or right which Landlord may grant to Tenant, or if Landlord's Broker is the procuring cause of any other lease or sale entered into between Landlord and Tenant covering the Property. Such commission shall be the amount set forth in Landlord's Broker's commission schedule in effect as of the execution of this Lease. If a Tenant's Broker is named in section 1.08 above, Landlord's Broker shall pay an appropriate portion of its commission to Tenant's Broker if so provided in any agreement between Landlord's Broker and Tenant's Broker. Nothing contained in this Lease shall impose any obligation on Landlord to pay a commission or fee to any party other than Landlord's Broker.

**Section 14.02 Protection of Brokers.** If Landlord sells the Property, or assigns Landlord's interest in this Lease, the buyer or assignee shall, by accepting such conveyance of the Property or assignment of the Lease, be conclusively deemed to have agreed to make all payments to Landlord's Broker thereafter required of Landlord under this Article Fourteen.

Landlord's Broker shall have the right to bring a legal action to enforce or declare rights under this provision. The prevailing party in such action shall be entitled to reasonable attorneys' fees to be paid by the losing party. Such attorneys' fees shall be fixed by the court in such action. This Paragraph is included in this Lease for the benefit of Landlord's Broker.

**Section 14.03 Agency Disclosure; No Other Brokers.** Landlord and Tenant each warrant that they have dealt with no other real estate broker(s) in connection with this Transaction except:

\_\_\_\_\_, who represents the Tenant, and  
\_\_\_\_\_, who represents the Landlord.

In the event that \_\_\_\_\_ represents both Landlord and Tenant, Landlord and Tenant hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.

#### ARTICLE FIFTEEN: COMPLIANCE

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

ARTICLE SIXTEEN: MISCELLANEOUS

Section 16.01 Additional Tenant Lease Obligations.


1. Tenant to accept the Property in fresh paint, new carpet.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
condition
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDITIONAL PROVISIONS MAY BE SET FORTH IN A RIDER OR RIDERS ATTACHED HERETO OR IN THE BLANK SPACE BELOW. IF NO ADDITIONAL PROVISIONS ARE INSERTED, PLEASE DRAW A LINE THROUGH THE SPACE BELOW.

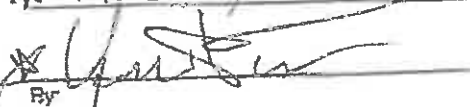
Landlord and Tenant have signed this Lease at the place and on the dates specified adjacent to their signatures below and have initialed all Riders which are attended to or incorporated by reference in this Lease.

Landlord:

LSN Nevada Trust

  
By Linda Nelson, Trustee  
Date March 14, 17

Tenant:

\* INTEGERS, LLC  
  
By \_\_\_\_\_  
Date MARCH 20, 2017

ADDENDUM NO. 1 TO  
PROPERTY MANAGEMENT AGREEMENT

for

2611 S. Lincoln Street #104  
(Property Address)

In reference to the Commercial Property Management Agreement executed by 1041 Nevada  
Trust / Lynette Nelson as Owner(s) and  
as Broker, dated

3-15-17 covering the above-referenced real property, the parties hereby agree that  
the Agreement be amended as follows:

May 1st tenant will move to  
Suite #106. Rent will update to \$480.00. Beginning  
June 1st.  
Rent for May will be \$240.  
A new lease will be signed and the old  
lease for Suite #104/105 will become null &  
void beginning May 15, 2017.

When executed by both parties, this Addendum is made an integral part of the aforementioned  
Property Management Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY  
UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE  
SIGNING.

BROKER: ra  
(Company Name)

OWNER:

By: ra  
Authorized Agent for Broker

Date

Signature

Integrus LLC

3-25-17

Date

By: ra  
Broker

Date

Signature

Integrus LLC

3/25/17

Date



ADDENDUM NO. #2 TO  
RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for  
3611 S. Lindell Rd. Suite #100  
(Property Address)

In reference to the Residential Property Management Agreement executed by LSU Nevada Trust, Lynita Nelson as Owner(s) and n/a as Broker, dated

n/a covering the above-referenced real property, the parties hereby agree that the Agreement be amended as follows:

Per March 9th 2017 email: 3rd  
yr sq.ft. was determined to be .82.  
This addendum is written @ .85 sq ft  
for Suite #100 bringing monthly rent to \$520  
beginning 6.1.2019 in addition to \$20 per month  
for ad on management signage.  
The following year the sq.ft will be .85 and guaran-  
teed for the year after for years 20-21 and 21-22.

When executed by both parties, this Addendum is made an integral part of the aforementioned Residential Property Management Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

BROKER: n/a  
(Company Name)

OWNER: LSU Nevada Trust  
Lynita Nelson 5.30.19  
Michael Truitt Integers, LLC 5.30.19

By: n/a  
Authorized Agent for Broker

Date

Signature

Date

By:  
Broker

Date

Signature

Date

ADDENDUM NO. 3 TO  
RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for  
3611 S. Lindell Rd Suite #106  
(Property Address)

In reference to the Residential Property Management Agreement executed by LSN Nevada Trust  
Lynita Nelson as Owner(s) and  
n/a as Broker, dated  
5.30.19 Addendum #2 covering the above-referenced real property, the parties hereby agree that  
the Agreement be amended as follows:

Lease w/ Michael Trimble @  
Integers Accounting shall be @ .85 a sq. ft. for 684 sq. ft.  
6.1.20 - 5.30.21 and continue thru 21-22 years  
with an addition of \$20<sup>00</sup> per month for advertising  
on monument signs. \$581<sup>40</sup> + 20<sup>00</sup> = \$601<sup>40</sup>  
Lease payment late fees will be \$25<sup>00</sup> on the 1<sup>st</sup> of  
each month and an additional 10<sup>00</sup> per day until paid.

When executed by both parties, this Addendum is made an integral part of the aforementioned  
Residential Property Management Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY  
UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE  
SIGNING.

BROKER: n/a  
(Company Name)

OWNER: LSN Nevada Trust

By: n/a  
Authorized Agent for Broker

Date

Signature

5.12.19  
05/12/2020

Date

By:  
Broker

Date

Signature

Date

ADDENDUM NO. #4

3611 S. Lindell Rd Suite #106

(Property Address)

In reference to the Residential Property Management Agreement executed by LSN Nevada

as Owner(s) and  
as Broker, dated

0-30-19 covering the above-referenced real property, the parties hereby agree that  
the Agreement be amended as follows:

Per Addendum #3 Lease w/  
Michael Prime the Integers Accounting will  
extend his lease at Suite #106 thru Dec 31, 2020  
@ \$55 per sq ft. with an additional \$20 per  
month for monument storage.  
 $58140 + 2000 = \$60140$

When executed by both parties, this Addendum is made an integral part of the aforementioned  
Property Management Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY  
UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE  
SIGNING.

BROKER: n/a  
(Company Name)

OWNER:

By: n/a  
Authorized Agent for Broker

Date: 12-30-2020

Signature: Shirley Nelson

Date

By:  
Broker

Date: 12-30-2020

Signature

Date

## Lindell Offices Lease Rider

### Suite #106

**Monument Business Signage:** Lindell Offices Monument Sign will allow 1 space at no additional cost to the tenant for the lease term being 1 yr. Multiple year or extended leases will automatically incur an additional \$20 a mo. fee to be paid at time of rent. The same would apply for additional spaces.

Should Tenant desire to use a space on the 'monument sign', Tenant shall incur the cost of making the sign within the guidelines set by the Owner/Landlord by the company chosen by the Landlord, 'EnvyLogo' (Lindell Offices Tenant) after gaining approval from Owner/Landlord of the desired design. The cost to the tenant is \$65.

**Suite Door Business Signage:**

For the purpose of preserving visual aesthetics, promoting appropriate artwork and/or wording at Lindell Offices, all artwork must be pre-approved by the Landlord/Owner. Door signage may be placed on the door of the Suite after approved by 'Landlord'. Tenant shall choose 'White' lettering for the color palette which includes all business designs/signage placed on Suite door.

**Parking:** Shall be 'first come - first serve' unless/until 'Landlord' sees a need to alter during the time of the lease. Parking spaces up against the building in front of Suite #101 are to remain open for their use.


**Pets:** Pets are not permitted on the premises or within the suite. Should pets be brought onto the premises, their owners/caregiver/s are required to follow all County guidelines pertaining to animals and remove the 'pet' immediately. Restraining at all times using a leash. Tenant is responsible for any signs left behind from the pet anywhere on or near the property.

Not following these guidelines could result in a fine imposed by the Landlord/Owner of \$250 and possible lease termination after 2nd notice.

**Confidentiality:**

Lease contract including any/all discussions prior to, during or after lease expiration date shall not be discussed with other tenants at the Lindell Offices past, present or future.

 INTEGENS LLC

 INTEGENS LLC

# LINDELL OFFICE LEASE

## ARTICLE ONE BASIC TERMS

This Article one contains the Basic Terms of this Lease between the Landlord and Tenant named below. Other Articles, Sections and Paragraphs of the Lease referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

Section 1.01. Date of Lease:

Sept 28, 2016

Section 1.02. Landlord:

LBN Nevada Trust

Section 1.03. Tenant:

Peter Fiala

Section 1.04. Property:

The Property is part of Landlord's multi-tenant real property development known as Lindell Professional Plaza - 3611 South Lindell Road, Las Vegas, Nevada (the Project). The Project includes the land, the buildings, and all other improvements located on the land, and the common areas described in Paragraph 4.05 (a). The Property is a portion of the Project, whose address is: 3611 S. Lindell Road Suite 101, Las Vegas, Nevada 89106, consisting of 1526 Square Feet.

Section 1.05. Lease Term:

The Lease Term shall be for 9 Months, commencing on Oct 1, 2016 and ending on Oct 31, 2017. After the initial Lease Term, the Term shall automatically extend on a month-to-month basis with either party having the right to terminate the Lease by giving the other party thirty (30) days prior written notice of their intent to terminate the Lease.

Section 1.06. Permitted Users:

Project Management  
Fiala Project Resources

Section 1.07. Tenant's Guarantor:

n/a

Section 1.08. Brokers:

n/a

Section 1.09. Commissions:

\$2128 (First Security)

Section 1.10. Initial Security Deposit:

open parking

Section 1.11. Parking Spaces:

Section 1.12. Rent and Other Charges Payable by Tenant:

(A) Base Rent:

\$1 1064

Option to extend lease  
upto 2yrs.

2nd yr to be - 80 per sq. ft.  
3rd " " " .95 per sq. ft.

Tenant to provide 90day  
notice in writing to  
Landlord / Owner prior to  
end of lease to extend  
2nd year, then 3rd yr.

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Other Payments defined below ( ☐ shall or ☒ shall not ) be charged to Tenant for the Term of the Lease. Tenant shall be responsible for their separately metered utilities, liability insurance and janitorial service.

(B) Other Payments:

- (i) Real Property Taxes (See Section 4.02)
- (ii) Utilities (See Section 4.03)
- (iii) Insurance Premiums (See Section 4.04)
- (iv) Tenant's Initial Pro-Rata Share of Common Area Expenses (See Section 4.05)
- (v) Amounts for Insurance Premiums and Property Taxes (See Section 4.08)
- (vi) Maintenance, Repairs and Alterations (See Article Six)

Section 1.13. Landlord's Share of Profit on Assignment or Sublease \_\_\_\_\_

Section 1.14. Lease Riders: n/a

ARTICLE TWO: LEASE TERM

Section 2.01. **Lease of Property For Lease Term.** Landlord leases the Property to Tenant and Tenant leases the Property from Landlord for the Lease Term. The Lease term is for the period stated in Section 1.03 above and shall begin and end on the dates specified in Section 1.03 above, unless the beginning or end of the Lease term is changed under any provision of the Lease. The "Commencement Date" shall be the date specified in Section 1.03 above for the beginning of the Lease Term, unless advanced or delayed under any provision of this Lease.

Section 2.02. **Delay in Commencement.** Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Property to Tenant on the Commencement Date. Landlord's non-delivery of the Property to Tenant on that date shall not affect the Lease or the obligations of Tenant under this Lease except that the Commencement Date shall be delayed until Landlord delivers possession of the Property to Tenant and the Lease term shall be extended for a period equal to the delay in delivery of possession of the Property to Tenant plus the number of days necessary to end the Lease term on the last day of a month. If Landlord does not deliver possession of the Property to Tenant within sixty (60) days after the Commencement Date, Tenant may elect to cancel this Lease by giving written notice to Landlord within ten (10) days after the sixty (60)-day period ends. If Tenant gives such notice, the Lease shall be cancelled and neither Landlord nor Tenant shall have any further obligations to the other. If Tenant does not give such notice, Tenant's right to cancel the Lease shall expire and the Lease term shall commence upon the delivery of possession of the Property to Tenant. If delivery of possession of the Property to Tenant is delayed, Landlord and Tenant shall, upon such delivery, execute an amendment to this Lease setting forth the actual Commencement Date and expiration date of the Lease.

Section 2.03. **Early Occupancy.** If Tenant occupies the Property prior to the Commencement date, Tenant's occupancy of the Property shall be subject to all of the provisions of this Lease. Early occupancy of the Property shall not advance the expiration date of this Lease. Tenant shall pay Base Rent and all other charges specified in this Lease for the early occupancy period.

Section 2.04. **Holding Over.** Tenant shall vacate the Property upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages which Landlord incurs from Tenant's delay in vacating the Property. If Tenant does not vacate the Property upon the expiration or earlier termination of the Lease and Landlord thereafter accepts rent from Tenant, Tenant's occupancy of the Property shall be a "month-to-month" tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy, except that the base rent then in effect shall be increased by twenty-five percent (25%).

ARTICLE THREE: BASE RENT

Section 3.01. **Time and Manner of Payment.** Upon execution of this Lease, Tenant shall pay Landlord the Base Rent in the amount stated in Paragraph 1.12(a) above for the first month of the Lease term. On the

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first day of the second month of the Lease term and each month thereafter. Tenant shall pay Landlord the base rent, in advance, without offset, deduction or prior demand. The Base Rent shall be payable at Landlord's address or at such other place as Landlord may designate in writing.

~~Section 2.02. Cost of Living Increases. The Base Rent shall be increased on each date (the "Adjustment Date") stated in paragraph 4.12(a) above in accordance with the BIPRACO in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (all items for the geographic statistical area in which the Property is located on the basis of 1982-1984 100) (the "Index") as follows:~~

- ~~(a) The base rent (the "Comparison Base Rent") in effect immediately before each Rent Adjustment Date shall be increased by the percentage that the Index has increased from the date (the "Comparison Date") at which payment of the Comparison Base Rent began through the month in which the applicable Rent Adjustment Date occurs. The Base Rent shall not be reduced by reason of such computation. Landlord shall notify Tenant of each increase by a written statement which shall include the Index for the applicable Comparison Date, the Index for the applicable Rent Adjustment Date, the percentage increase between these two Indexes, and the new Base Rent. Any increase in the Base Rent provided for in the Section 2.02 shall be subject to any minimum or maximum increase, if provided for in paragraph 4.12(a).~~
- ~~(b) Tenant shall pay the new Base Rent from the applicable Rent Adjustment Date and the next Rent Adjustment Date. Landlord's notice may be given after the applicable Rent Adjustment Date of the increase, and Tenant shall pay Landlord the increased rent at the time of each increase within thirty days after Landlord's notice. If the amount of compensation of the Index is substantially changed after the Comparison Date, Landlord shall submit an Index which is published by the Bureau of Labor Statistics or similar agency and which is not subject to the Index in effect on the Comparison Date. The submitted Index shall be used to calculate the amount of the Base Rent and Tenant objects to such in writing within fifteen (15) days after receipt of Landlord's notice. If Tenant objects, Landlord and Tenant shall submit the selection of the submitted Index for binding arbitration in accordance with the rules and regulations of the American Arbitration Association at its office closest to the Property. The costs of arbitration shall be borne equally by Landlord and Tenant.~~

~~Section 3.03. Security Deposit; Increases.~~

- ~~(a) Upon the execution of this Lease, Tenant shall deposit with Landlord a cash Security Deposit in the amount set forth in Section 4.10 above. Landlord may apply all or part of the Security Deposit to any unpaid rent or other charges due from Tenant or to any other debts of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall receive the Security Deposit in full amount within ten (10) days after Tenant's written request. Tenant's failure to do so shall be a material default under this Lease. No interest shall be paid on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts and no funds whatsoever is to be used with respect to the Security Deposit.~~
- ~~(b) Each time the Base Rent is increased, Tenant shall deposit additional funds with Landlord sufficient to increase the Security Deposit to an amount which bears the same relationship to the adjusted Base Rent as the net Security Deposit bears to the initial Base Rent.~~

~~Section 3.04. Termination; Advance Payments. Upon termination of this Lease under Article Seven (Damage or Destruction), Article Eight (Condemnation) or any other termination not resulting from Tenant's default, and after Tenant has vacated the Property in the manner required by this Lease, Landlord shall refund or credit to Tenant (or Tenant's successor) the unused portion of the Security Deposit, any advance rent or other advance payments made by Tenant to Landlord, and any amounts paid for real property taxes and other reserves which apply to any time period after termination of the Lease.~~

#### ARTICLE FOUR: OTHER CHARGES PAYABLE BY TENANT

~~Section 4.01. Addition Rent. All charges payable by Tenant other than Base Rent are called "Additional Rent." Unless this Lease provides otherwise, Tenant shall pay all Additional Rent then due with the next monthly installment of Base Rent. The term "rent" shall mean Base Rent and Additional Rent.~~

~~Section 4.02. Property Taxes.~~

- (a) **Real Property Taxes.** Tenant shall pay all real property taxes on the Property (including any fees, taxes or assessments against, or as a result of, any tenant improvements installed on the Property by or for the benefit of Tenant) during the Lease Term. Subject to Paragraph 4.02(c) and Section 4.08 below, such payment shall be made at least ten (10) days prior to the delinquency date of the taxes. Within such ten (10)-day period, Tenant shall furnish Landlord with satisfactory evidence that the real property taxes have been paid. Landlord shall reimburse Tenant for any real property taxes paid by Tenant covering any period of time prior to or after the Lease Term. If Tenant fails to pay the real property taxes when due, Landlord may pay the taxes and Tenant shall reimburse Landlord for the amount of such tax payment as Additional Rent.
- (b) **Definition of "Real Property Tax."** "Real property tax" means: (i) any fee, license fee, license tax, business license fee, commercial rental tax, levy charge, assessment, penalty or tax imposed by any taxing authority against the Property; (ii) any tax on the landlord's right to receive, or the receipt of, rent of income from the Property or against Landlord's business of leasing the Property; (iii) any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Property by any governmental agency; (iv) any tax imposed upon this transaction or based upon a re-assessment of the Property due to a change of ownership, as defined by applicable law, or other transfer of all or part of Landlord's interest in the Property; and (v) any charge or fee replacing any tax previously included within the definition of real property tax. "Real property tax" does not, however, include Landlord's federal or state income, franchise, inheritance or estate taxes.
- (c) **Joint Assessment.** If the Property is not separately assessed, Landlord shall reasonably determine Tenant's share of the real property tax payable by Tenant under Paragraph 4.02(a) from the assessor's worksheets or other reasonably available information. Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.
- (d) **Personal Property Taxes.**
- (i) Tenant shall pay all taxes charged against traded fixtures, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall try to have personal property taxed separately to the Property.
- (ii) If any of Tenant's personal property is taxed with the Property, Tenant shall pay Landlord the taxes for the personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

**Section 4.03. Utilities.** Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Property. However, if any utilities or utilities are jointly metered with other property, Landlord shall make a reasonable determination of Tenant's proportionate share of the cost of such utilities and services and Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.

**Section 4.04. Insurance Policies.**

- (a) **Liability Insurance.** During the Lease Term, Tenant shall maintain a policy of commercial general liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the operation, use or occupancy of the Property. Tenant shall name Landlord as an additional insured under such policy. The initial amount of such insurance shall be One Million Dollars (\$1,000,000) per occurrence and shall be subject to periodic increase based upon inflation, increased liability awards, recommendation of Landlord's professional insurance advisers and other relevant factors. The liability insurance obtained by Tenant under this Paragraph 4.04(a) shall (i) be primary and non-contributory; (ii) contain cross-liability endorsements; and (iii) assure Landlord against Tenant's performance under Section 5.05. If the matters giving rise to the indemnity under section 5.05 result from the negligence of Tenant, the amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease. Landlord may also obtain comprehensive public liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability arising out of ownership, operation, use or occupancy of the Property. This policy obtained by Landlord shall not be contributory and shall not provide primary insurance.
- (b) **Property and Rental Income Insurance.** During the Lease Term, Landlord shall maintain



polices of insurance covering loss of or damage to the Property in the full amount of its replacement value. Such policy shall contain an Intention Guard Endorsement and shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage and any other perils which Landlord deems reasonably necessary. Landlord shall have the right to obtain flood and earthquake insurance if required by any lender holding a security interest in the Property. Landlord shall not obtain insurance for Tenant's fixtures or equipment or building improvements installed by Tenant on the Property. During the Lease Term, Landlord shall also maintain a rental income insurance policy, with loss payable to Landlord, in an amount equal to one year's Base Rent, plus estimated real property taxes and insurance premiums. If tenant is found to be negligent, tenant shall be liable for the payment of any deductible amount under Landlord's or Tenant's insurance policies maintained pursuant to this Section 4.04, in an amount not to exceed Ten Thousand Dollars (\$10,000). Tenant shall not do or permit anything to be done which invalidates any such insurance policies.

- (c) **Payment of Premiums.** Subject to Section 4.08, Tenant shall pay all premiums for the insurance policies described in paragraphs 4.04(a) and (b) (whether obtained by Landlord or Tenant) within fifteen (15) days after Tenant's receipt of a copy of the premium statement or other evidence of the amount due. Except Landlord shall pay all premiums for non-primary comprehensive public liability insurance which Landlord elects to obtain as provided in Paragraph 4.04(d). For insurance policies maintained by Landlord which cover improvements on the entire project, Tenant shall pay Tenant's prorated share of the premiums, in accordance with the Formula in Paragraph 4.05(e) for determining Tenant's share of Common Area costs. If insurance policies maintained by Landlord cover improvements on real property other than the Project, Landlord shall deliver to Tenant a statement of the premium applicable to the Property showing in reasonable detail how Tenant's share of the premium was computed. If the Lease Term expires before the expiration of an insurance policy maintained by Landlord, Tenant shall be liable for Tenant's prorated share of the insurance premiums. Before the Commencement Date, Tenant shall deliver to Landlord a copy of any policy of insurance which Tenant is required to maintain under this Section 4.04. At least thirty (30) days prior to the expiration of any such policy, tenant shall deliver to Landlord a renewal of such policy. As an alternative to providing a policy of insurance, Tenant shall have the right to provide Landlord a certificate of insurance, executed by an authorized officer of the insurance company, showing that the insurance which Tenant is required to maintain under this Section 4.04 is in full force and effect and containing such other information which Landlord reasonably requires.
- (d) **General Insurance Provisions**
- (i) Any insurance which Tenant is required to maintain under this Lease shall include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days written notice prior to any cancellation or modification of such coverage.
- (ii) If Tenant fails to deliver any policy, certificate or renewal to Landlord required under this Lease within the prescribed time period or if any such policy is cancelled or modified during the Lease Term without Landlord's consent, Landlord may obtain such insurance, in which case Tenant shall reimburse Landlord for the cost of such insurance within fifteen (15) days after receipt of a statement that indicated the cost of such insurance.
- (iii) Tenant shall maintain all insurance required under this Lease with companies holding a "Genworth Policy Rating" of A-12 or better, as set forth in the most current issue of "Best Key Rating Guide". Landlord and Tenant acknowledge the insurance markets are rapidly changing and that insurance in the form and amounts described in this Section 4.04 may not be available in the future. Tenant acknowledges that the insurance described in this Section 4.04 is for the primary benefit of Landlord. If at any time during the Lease Term Tenant is unable to maintain the insurance required under the Lease, Tenant shall nevertheless maintain insurance coverage which is customary and commercially reasonable in the insurance industry for Tenant's type of business as that coverage may change from time to time. Landlord makes no representation as to the adequacy of such insurance to protect Landlord's or Tenant's interests. Therefore, Tenant shall obtain any such additional property or liability insurance which Tenant deems necessary to protect Landlord and Tenant.
- (iv) Unless prohibited under any applicable insurance policies maintained, Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officer, employees, agents or representatives of the other, for loss of or damage to its property or the property of others.

*Handwritten signature/initials*

under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant shall give notice to the insurance carrier of the mutual waiver of subrogation.

**Section 4.05 Common Areas; Use, Maintenance and Costs.**

- (a) **Common Areas.** As used in this Lease, "Common Areas" shall mean all areas within the Project which are available for the common use of tenants of the Project and which are not leased or held for the exclusive use of Tenant or other tenants, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas. Landlord from time to time, may change the size, location, nature and use or any of the Common Areas, convert Common Areas into leasable areas, construct additional parking facilities (including parking structures) in the Common Areas, and increase or decrease Common Area land and/or facilities. Tenant acknowledges that such activities may result in inconvenience to Tenant. Such activities and changes are permitted if they do not materially affect Tenant's use of the Property.
- (b) **Use of Common Areas.** Tenant shall have the nonexclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish from time to time. Tenant shall abide by such rules and regulations and shall use its best effort to cause other who use the Common Areas with Tenant's express or implied permission to abide by Landlord's rules and regulations. At any time, Landlord may deem any Common Areas to perform any acts in the Common Areas as, in Landlord's judgment, are desirable to improve the Project. Tenant shall not interfere with the rights of Landlord, other tenants or any other person entitled to use the common areas.
- (c) **Specific Provision re: Vehicle Parking.** Tenant shall be entitled to use the number of vehicle parking spaces in the Project allocated to Tenant in Section 1.11 of the Lease without paying any additional rent. Tenant's parking shall not be reserved and shall be limited to vehicles no larger than standard size automobiles or pickup utility vehicles. Tenant shall not cause large trucks or other large vehicles to be parked within the Project or on the adjacent public streets. Temporary parking of large delivery vehicles may be permitted by the rules and regulations established by Landlord. Vehicles shall be parked only in stated parking spaces and not in driveways, loading areas or other locations not specifically designated for parking. Handicapped spaces shall only be used by those legally permitted to use them. If Tenant parks more vehicles in the parking area than the number set forth in Section 1.11 of this Lease, such conduct shall be material breach of this Lease. In addition to Landlord's other remedies under the Lease, Tenant may be required to pay a daily charge determined by Landlord for each such additional vehicle.
- (d) **Maintenance of Common Areas.** Landlord shall maintain the Common Areas in good order, condition and repair and shall operate the Project in Landlord's sole discretion as a first-class industrial/commercial real property development. Tenant shall pay Tenant's pro rata share (as determined below) of all costs incurred by Landlord for the operation and maintenance of the Common Areas. Common Area cost include but are not limited to, costs and expenses for the following: gardening and landscaping, utilities, water and sewer charges, property management fees, maintenance of signs (other than tenant's signs), premiums for liability, property damage, fire and other types of casualty insurance on the Common Areas and workers' compensation insurance, all property taxes and assessments levied on or attributable to the Common Areas and all Common Area improvements; all personal property taxes levied on or attributable to personal property used in connection with the Common Areas; straight-line depreciation on personal property owned by Landlord which is consumed in the operation or maintenance of the Common Areas; rental or lease payments paid by Landlord for rented or lease personal property used in the operation or maintenance cleaning, refuse removal, security, and similar items; reserves for roof replacement and exterior painting and other appropriate reserves; and a reasonable allowance to Landlord for Landlord's supervision of the Common Areas. Landlord may cause any or all of such services to be provided by third parties and the cost of such services shall be included in Common Area costs. Common Area costs shall not include depreciation of real property which forms part of the Common Areas.
- (e) **Tenant's Share and Payment.** Tenant shall pay Tenant's annual pro rata share of all Common Area costs (pro rata for any fractional month) upon written notice from Landlord such costs are due and payable, and in any event prior to delinquency. Tenant's pro rata share shall be calculated by dividing the square foot area of the Property as set forth in Section 1.04 of the Lease, by the aggregate square foot area of the Project which is leased or held for lease by tenants, as of the

1.1.4.10. Any changes in Common Area costs and/or aggregate of the Project leased or held for lease during the Lease Term shall be effective on the first day of the month after such change occurs. Landlord may, at Landlord's election, estimate in advance and charge to Tenant as Common Area costs all real property taxes for which Tenant is liable under Section 4.02 of the Lease, all insurance premiums for which Tenant is liable under Section 4.04 of the Lease, all maintenance and repair costs for which Tenant is liable under Section 5.04 of the Lease, and all other Common Area costs payable by Tenant hereunder. At Landlord's election, such statements of estimated Common Area costs shall be delivered monthly, quarterly or at any other periodic intervals to be designated by Landlord. Landlord may adjust such estimates at any time based upon Landlord's experience and reasonable anticipation of costs. Such adjustments shall be effective as of the next rent payment date after notice to Tenant within sixty (60) days after the end of each calendar year of the Lease term. Landlord shall deliver to Tenant a statement prepared in accordance with generally accepted accounting principles setting forth, in reasonable detail, the Common Area costs paid or incurred by Landlord during the preceding calendar year and Tenant's pro rata share. Upon receipt of such statement, there shall be an adjustment between Landlord and Tenant, with payment to or credit given by Landlord (as the case may be) so that Landlord shall receive the entire amount of Tenant's share of such costs and expenses for such period.

Section 4.06. **Late Charges.** Tenant's failure to pay rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by any ground lease, mortgage or trust deed encumbering the Property. Therefore, if Landlord does not receive any rent payment within ten (10) days after it becomes due, Landlord will use best efforts to notify Tenant by invoice and Tenant shall pay Landlord a late charge equal to ten (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

Section 4.07. **Interest on Past Due Obligations.** Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by Tenant under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

Section 4.08. **Impounds for Insurance Premiums and Real Property Taxes.** If requested by any ground lessor or lender to whom Landlord has granted a security interest in the Property, or if Tenant is more than ten (10) days late in the payment of rent more than once in any consecutive twelve (12) month period, Tenant shall pay Landlord a sum equal to one twelfth (1/12) of the annual real property taxes and insurance premiums payable by Tenant under this Lease, together with each payment of Base Rent. Landlord shall make such payments in a non-interest bearing impound account. If unknown, Landlord shall pay reasonable estimate the amount of real property taxes and insurance premiums when due. Tenant shall pay any deficiency of funds in the impound account to Landlord upon written request. If Tenant defaults under this Lease, Landlord may apply any funds in the impound account to any obligation then due under this lease.

## ARTICLE FIVE: USE OF PROPERTY

Section 5.01. **Permitted Uses.** Tenant may use the Property only for the Permitted Uses set forth in Section 1.05 above.

Section 5.02. **Manner of Use.** Tenant shall not cause or permit the Property to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, which amounts or interferes with the rights of tenants of the Project, or which constitutes a nuisance or waste. Tenant shall obtain and pay for all permits, including a Certificate of Occupancy, required for tenant's occupancy of the Property and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by tenant of the Property, including the Occupational Safety and Health Act.

Section 5.03. **Hazardous Materials.** As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation

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petroleum-based products, paint, solvents, acid, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Tenant, its agents, employees, contractors, subcontractors or invitees without the prior written consent of Landlord. Landlord shall be entitled to take into account each other factors or facts as Landlord may reasonably determine to be relevant in determining whether to grant or without consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any storage tanks on the Property.

**Section 5.04. Signs and Auctions.** Tenant shall not place any signs on the Property without Landlord's prior written consent. Tenant shall not conduct or permit any auctions or sheriff's sales at the Property.

**Section 5.05. Indemnity.** Tenant shall indemnify Landlord against and hold Landlord harmless from any and all costs, claims or liability arising from: (a) Tenant's use of the Property;

(b) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in or about the Property, including any contamination of the Property or any other property resulting from the presence or use of Hazardous Material caused or permitted by Tenant; (c) any breach or default in the performance of Tenant's obligations under this Lease; (d) any misrepresentation or breach of warranty by Tenant under this Lease; or (e) other acts or omissions of Tenant. Tenant shall defend Landlord against any such cost, claim or liability at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in connection with any such claim. As a material part of the consideration to Landlord, Tenant assumes all risk of damage to property or injury to persons in or about the Property arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord except for any claim arising out of Landlord's gross negligence or willful misconduct. As used in this Section, the term "Tenant" shall include Tenant's employees, agents, contractors and invitees, if applicable.

**Section 5.06. Landlord's Access.** Landlord or its agents may enter the Property at all reasonable times to show the Property to potential buyers, investors or tenants or other parties, to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Material or for any other purpose Landlord deems necessary. Landlord shall give Tenant prior notice of such entry, except in the case of an emergency. Landlord may place customary "For Sale" or "For Lease" signs on the Property.

**Section 5.07. Quiet Possession.** If Tenant pays the rent and complies with all other terms of this Lease, Tenant may occupy and enjoy the Property for the full Lease Term, subject to the provisions of this Lease.

#### ARTICLE SIX: CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS

**Section 6.01. Existing Conditions.** Tenant accepts the Property in its condition as of the execution of the Lease. Subject to all recorded matters, laws, ordinances and governmental regulations and orders, except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Property and is not relying on any representations of Landlord or any Broker with respect thereto. If Landlord or Landlord's Broker has provided a Property Information Sheet or other Disclosure Statement regarding the Property, a copy is attached as an exhibit to the Lease.

**Section 6.02. Exemption of Landlord from Liability.** Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitee, customers or any other person in or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, vents, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Property or upon other portions of the Project or from other sources or places; or (d) any act or omission of any other tenant of the Project. Landlord shall not be liable for any such damage or injury even though the cause of or the means of reaching such damage or injury are not accessible to Tenant. The provisions of this Section 6.02 shall not, however, exempt Landlord from liability for Landlord's gross negligence or willful misconduct.

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#### Section 6.03

#### Landlord's Obligations.

- (a) Except as provided in Article Seven (Damage or Destruction) and Article Eight (Condemnation), Landlord shall keep the following in good order, condition and repair: the foundations, exterior walls and roof of the Property (including painting the exterior walls of the Property not more often than once every five (5) years, if necessary) and all components of electrical, mechanical, plumbing, heating and air conditioning systems and facilities located in the Property which are concealed or used in common by tenants of the Project. However, Landlord shall not be obligated to maintain or repair windows, doors, plate glass or the interior surfaces of exterior walls. Landlord shall make repairs under this Section 6.03 within a reasonable time after receipt of written notice from Tenant of the need for such repairs.
- (b) Tenant shall pay or reimburse Landlord for all costs Landlord incurs under Paragraph 6.03(a) above as Common Area costs as provided for in Section 4.05 of the Lease. Tenant waives the benefit of any statute in effect now or in the future which might give Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Property in good order, condition and repair.

#### Section 6.04.

#### Tenant's Obligations

- (a) Except as provided in Section 6.03, Article Seven (Damage or Destruction) and Article Eight (Condemnation), Tenant shall keep all portions of the Property (including structural, non-structural, fixtures, systems and equipment) in good order, condition and repair (including interior repainting and refinishing, as needed) if any portion of the Property or any system or equipment in the Property which Tenant is obligated to repair cannot be fully repaired or restored, Tenant shall promptly replace such portion of the Property or system or equipment in the Property, regardless of whether the benefit of such replacement extends beyond the Lease term, but if the benefit or useful life of such replacement extends beyond the Lease Term (as such term may be extended by exercise of any options), the useful life of such replacement shall be prorated over the remaining portion of the Lease Term (as extended), and Tenant shall be liable only for that portion of the cost which is applicable to the maintenance of the heating and air conditioning system by a licensed heating and air conditioning contractor, unless Landlord maintains such equipment under Section 6.03 above. If any part of the Property or the Project is damaged by any act or omission of Tenant, Tenant shall pay Landlord the cost of repairing or replacing such damaged property, whether or not Landlord would otherwise be obligated to pay the cost of maintaining or repairing such property. It is the intention of Landlord and Tenant that at all times Tenant shall maintain the portions of the Property which Tenant is obligated to maintain in an attractive, first-class and fully operative condition.
- (b) Tenant shall fulfill all of Tenant's obligations under this Section 6.04 at Tenant's sole expense. If Tenant fails to maintain, repair or replace the property as required by this Section 6.04, Landlord may, upon ten (10) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Property and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair immediately upon demand.

#### Section 6.05

#### Alterations, Additions and Improvements.

- (a) Tenant shall not make any alterations, additions, or improvements to the Property without Landlord's prior written consent, except for non-structural alterations which do not exceed Ten Thousand Dollars (\$10,000) in cost cumulatively over the Lease term and which are not visible from the outside of any building of which the property is part. Landlord may require Tenant to provide demolition and/or start and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of the Paragraph 6.05(a) upon Landlord's written request. All alterations, additions, and improvements shall be done in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord. Upon completion of any such work, Tenant shall provide Landlord with As-Built plans, copies of all construction contracts, and proof of payment for all labor and materials.
- (b) Tenant shall pay when due all claims for labor and material furnished to the Property. Tenant shall give Landlord at least twenty (20) days' prior written notice of the commencement of any work on the Property, regardless of whether Landlord's consent to such work is required. Landlord may elect to

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noted and post notices of non-responsibility on the Property.

**Section 6.06 Condition upon Termination.** Upon the termination of the Lease, Tenant shall surrender the Property to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Article Seven (Damage or Destruction). In addition, Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) prior to the expiration of the Lease and to restore the Property to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Property. Tenant shall repair, at Tenant's expense any damage to the Property caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property) without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.

#### ARTICLE SEVEN. DAMAGE OR DESTRUCTION

##### Section 7.01 Partial Damage to Property.

- (a) Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to the Property. If the Property is only partially damaged (i.e., less than fifty percent (50%) of the Property is untenantable as a result of such damage or less than fifty percent (50%) of Tenant's operations are materially impaired); and if the proceeds received by Landlord from the insurance policies described in Paragraph 4.04(b) are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the damage as soon as reasonably possible. Landlord may elect (but is not required) to repair any damage to Tenant's fixtures, equipment, or improvements.
- (b) If the insurance proceeds received by Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which Landlord maintains under Paragraph 4.04(b), Landlord may elect either to (i) repair the damage as soon as reasonable possible, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant within thirty (30) days after receipt of notice of the occurrence of the damage whether Landlord elects to repair the damage or terminate the Lease. If Landlord elects to repair the damage, Tenant shall pay Landlord the Deductible amount (if any) under Landlord's insurance policies and, if the damage was due to an act or omission of Tenant or Tenant's employees, agents, contractors or visitors, the difference between the actual cost of repair and any insurance proceeds received by Landlord. If Landlord elects to terminate the Lease, Tenant may elect to continue this Lease in full force and effect, in which case Tenant shall repair any damage to the Property and any building in which the Property is located. Tenant shall pay the cost of such repairs except that upon satisfactory completion of such repairs, Landlord shall deliver to Tenant any insurance proceeds received by Landlord for the damage repaired by Tenant. Tenant shall give Landlord written notice of such election within ten (10) days after receiving Landlord's termination notice.
- (c) If the damage to the Property occurs during the last six (6) months of the Lease term and such damage will require more than thirty (30) days to repair, either Landlord or Tenant may elect to terminate this Lease as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease shall give written notification to the other party of such election within thirty (30) days after Tenant's notice to Landlord of the occurrence of the damage.

**Section 7.02 Substantial or Total Destruction.** If the Property is substantially or totally destroyed by any cause whatsoever (i.e., the damage to the Property is greater than partial damage as described in Section 7.01), and regardless of whether Landlord received any insurance proceeds, this Lease shall terminate as of the date the destruction occurred. Notwithstanding the preceding sentence, if the Property can be rebuilt within six (6) months after the date of destruction, Landlord may elect to rebuild the Property at Landlord's expense, in which case this Lease shall remain in full force and effect. Landlord shall notify Tenant of such election within thirty (30) days after Tenant's notice of the occurrence of total or substantial destruction. If Landlord so elects, Landlord shall rebuild the Property at Landlord's sole expense, except that if the destruction was caused by an act or omission of Tenant, Tenant shall pay Landlord the

difference between the actual cost of rebuilding and any insurance proceeds received by Landlord.

**Section 7.03 Temporary Reduction of Rent.** If the Property is destroyed or damaged and Landlord or Tenant repairs or restores the Property pursuant to the provisions of this Article Seven, any rent payable during the period of such damage, repair and/or restoration shall be reduced according to the degree, if any, to which tenants use of the Property is impaired. However, the reduction shall not exceed the sum of one years payment of Base Rent, insurance premiums and real property taxes. Except for such possible reduction in Base Rent, insurance premiums and real property taxes, Tenant shall not be entitled to any compensation, reduction, or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of or to the Property unless damage is due to Landlord negligence or willful misconduct.

**Section 7.04 Waiver.** Tenant waives the protection of any statute, code or judicial decision which grants a tenant the right to terminate a lease in the event of the substantial or total destruction of the leased property. Tenant agrees that the provisions of Section 7.02 above shall govern the rights and obligations of Landlord and Tenant in the event of any substantial or total destruction to the Property.

#### ARTICLE EIGHT CONDEMNATION

If all or any portion of the Property is taken under the power of eminent domain or sold under the threat of that power (all of which are called (Condemnation), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more than twenty percent (20%) of the floor area of the building in which the Property is located, or which is located on the Property, is taken either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Property not taken, except that the Base Rent and Additional Rent shall be reduced in proportion to the reduction in the floor area of the Property. Any Condemnation award or payment shall be distributed in the following order: (a) first, to any ground lessor, mortgagee or beneficiary under a deed of trust encumbering the Property, the amount of its interest in the Property; (b) second, to Tenant, only the amount of any award specifically designated for loss of or damage to Tenants trade fixtures or removable personal property; and (c) third, to Landlord, the remainder of such award, whether as compensation for reduction in the value of the leasehold, the taking of the fee, or otherwise. If this Lease is not terminated, Landlord shall repair any damage to the Property caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority. If the severance damages received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to either terminate this Lease or make such repair at Landlords expense.

#### ARTICLE NINE ASSIGNMENT AND SUBLETTING

**Section 9.01 Landlords Consent Required.** No portion of the Property or of Tenants interest in this Lease may be acquired by any other person or entity whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlords prior written consent, except as provided in Section 9.02 below. Landlord has the right to grant or withhold its consent as provided in Section 9.05 below. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant is a partnership, any cumulative transfer of more than twenty percent (20%) of the partnership interest shall require Landlords consent. If Tenant is a corporation, any change in the ownership of a controlling interest of the voting stock of the corporation shall require Landlords consent.

**Section 9.02 Tenant Affiliate.** Tenant may assign this Lease and sublease the Property, without Landlords consent, to any corporation resulting from the merger of or consolidation with Tenant (Tenant Affiliate). In such case, any Tenants Affiliate shall assume in writing all of Tenants obligations under this lease.

**Section 9.03 No Release of Tenant.** No transfer permitted by the Article Nine, whether with or without Landlords consent, shall release Tenant or change Tenants primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Landlords acceptance of rent from any other person is not a waiver of any provision of this Article Nine. Consent to one transfer is not a consent to any subsequent transfer. If Tenants transferee defaults under this Lease, Landlord may proceed directly against tenant without pursuing remedies against the transferee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenants transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenants liability under this Lease.



**Section 8.04. Offer to Terminate.** If Tenant desires to assign the Lease or sublease the Property, Tenant shall have the right to offer, in writing, to terminate the Lease as of a date specified in the offer. If Landlord elects in writing to accept the offer to terminate within twenty (20) days after notice of the offer, the Lease shall terminate as of the date specified and all the terms and provisions of the Lease governing termination shall apply. If Landlord does not so elect, the Lease shall continue in effect until otherwise terminated and the provisions of Section 9.3 with respect to any proposed transfer shall continue to apply.

**Section 9.05 Landlord's Consent.**

(a) Tenant's request for consent to any transfer described in Section 8.01 shall set forth in writing the details of the proposed transfer including the name, business and financial condition of the prospective transferee, financial details of the proposed transfer (e.g., the term of and the rent and security deposit payable under any proposed assignment or sublease), and any other information Landlord deems relevant. Landlord shall have the right to withhold consent, if reasonable or in grant consent, based on the following factors: (i) the business of the proposed assignee or subtenant and the proposed assignee or subtenant, (ii) the net worth and financial reputation of the proposed assignee or subtenant, (iii) Tenant's compliance with all of its obligations under the Lease, and (iv) such other factors as Landlord may reasonably deem relevant. If Landlord objects to a proposed assignment solely because of the net worth and/or financial reputation of the proposed assignee, Tenant may nonetheless sublease (but not assign) all or a portion of the Property to the proposed transferee, but only on the other terms of the proposed transfer.

(b) If Tenant assigns or subleases, the following shall apply:

(i) Tenant shall pay to Landlord as Additional Rent under the Lease the Landlord's Share (stated in Section 1.13) of the Profit (defined below) on such transaction as and when received by Tenant, unless Landlord gives written notice to Tenant and the assignee or subtenant that Landlord's Share shall be paid by the assignee or subtenant to Landlord directly. The Profit means (A) all amounts paid to Tenant for such assignment or sublease, including "key" money, monthly rent in excess of the monthly rent payable under the Lease, and all fees and other consideration paid for the assignment or sublease, including fees under any collateral agreements, less (B) costs and expenses directly incurred by Tenant in connection with the execution and performance of such assignment or sublease for real estate brokers' commissions and costs of renovation or construction of tenant improvements required under such assignments or sublease. Tenant is entitled to recover such costs and expenses before Tenant is obligated to pay the Landlord's Share to Landlord. The Profit in the case of a sublease of less than all the Property is the rent allocable to the subleased space as a percentage on a square footage basis.

(ii) Tenant shall provide Landlord written statement certifying all amounts to be paid from any assignment or sublease of the Property within thirty (30) days after the transaction documentation is signed, and Landlord may inspect Tenant's books and records to verify the accuracy of such statement. On written request, Tenant shall not be a consent to any further assignment or subleasing. The breach of Tenant's obligation under this Paragraph 9.05(b) shall be a material default of the Lease.

**Section 9.06 No Merger.** No merger shall result from Tenant's sublease of the Property under this Article Nine. Tenant's surrender of this Lease or the termination of this Lease in any other manner, in any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord under any or all subtenancies.

**ARTICLE TEN DEFAULTS; REMEDIES**

**Section 10.01 Covenants and Conditions.** Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

**Section 10.02 Defaults.** Tenant shall be in material default under this Lease:

- (a) If Tenant abandons the Property or if Tenant's vacation of the Property results in the cancellation of any insurance described in Section 4.04.
- (b) If Tenant fails to pay rent or any other charge when due.
- (c) If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for period of forty (40) days are required to complete such performance, Tenant shall not be in default if Tenant



commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease. The notice required by this Paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirements.

- (d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors, (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease is subjected to attachment, execution or the judicial seizure which is not subparagraph (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant under this Lease.
- (e) If any guarantor of the Lease revokes or otherwise terminates, or purports to revoke or otherwise terminate, any guaranty of all or any portion of Tenant's obligation under the Lease. Unless otherwise expressly provided, no guaranty of the Lease is revocable.

**Section 10.03. Remedies.** On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

- (a) Terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and other charges which Landlord had earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Tenant would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligation under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Property after such default, the cost of recovering possession of the Property, expenses of relating including necessary renovation or alteration of the Property, Landlord's reasonable attorneys fees incurred in connection herewith, and any real estate commission paid or payable. As used in subparts (i) and (ii) above, the Worth at the time of the award is computed by allowing interest on unpaid amounts at the rate of fifteen percent (15%) per annum, or such lesser amount may then be the maximum lawful rate. As used in subpart (iii) above, the Worth at the time of the award is computed by discounting such amount at the discount rate of Federal Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant has abandoned the Property, Landlord shall have the option of (i) retaking possession of the Property and recovering from Tenant the amount specified in this Paragraph 10.03(a), or (ii) proceeding under Paragraph 10.03(b);
- (b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect, whether or not Tenant has abandoned the Property. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due;
- (c) Pursue any other remedy now or hereafter to Landlord under the laws or judicial decisions of the state in which the property is located.

**Section 10.04. Repayment of "Free" Rent.** If this Lease provides for a postponement or any monthly rental payments, a period of "free" rent or other rent concessions, such postponed rent or "free" rent is called the "Abated Rent". Tenant shall be credited with having paid all the Abated Rent on the expiration of the Lease from only if Tenant has fully, truthfully, and punctually performed all of Tenant's obligations

hereunder, including the payment of all rent (other than the Abated Rent) and all other monetary obligations and the surrender of the Property in the physical condition required by this Lease. Tenant acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Tenant's full, faithful and punctual performance of its obligations under this Lease. If Tenant defaults and does not cure within any applicable grace period, the Abated Rent shall immediately become due and payable in full and this Lease shall be enforced as if there were no such rent abatement or other rent concession. In such case Abated Rent shall be calculated based on the full initial rent payable under this Lease.

**Section 10.05. Automatic Termination.** Notwithstanding any other term or provision hereof to the contrary, the Lease shall terminate on the occurrence of any act which affirms the Landlord's intention to terminate the Lease as provided in Section 10.03 hereof, including the filing of an unlawful detainer action against Tenant. On such termination, Landlord's damages for default shall include all costs and fees, including reasonable attorneys fees that Landlord incurs in connection with the filing, commencement, pursuing and/or defending of any action in any bankruptcy court or other court with respect to the Lease, the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant, or the pursuing of any action with respect to Landlord's right to possession of the Property. All such damages suffered (apart from Base Rent and other rent payable hereunder) shall constitute pecuniary damages which must be reimbursed to Landlord prior to assumption of the Lease by Tenant or any successor to Tenant in any bankruptcy or other proceeding.

**Section 10.06. Cumulative Remedies.** Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

#### **ARTICLE ELEVEN. PROTECTION OF LENDERS**

**Section 11.01 Subordination.** Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender which is acquiring a security interest in the Property or the Lease. Tenant shall execute such further documents and assurances as such lender may require, provided that Tenant's obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Tenant shall not be deprived of its rights under this Lease. Tenant's right to quiet possession of the Property during the Lease Term shall not be disturbed if Tenant pays the rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the filing of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date recording thereof.

**Section 11.02. Attornment.** If Landlord's interest in the Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Property and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law that purports to give Tenant any right to terminate this Lease or surrender possession of the Property upon the transfer of Landlord's interest.

**Section 11.03. Signing of Documents.** Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. If Tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

#### **Section 11.04. Estoppel Certificates.**

- (a) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been cancelled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other representations or information with respect to Tenant or this Lease as Landlord may reasonably request or which any prospective purchaser or encumbrances of the Property may require. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrances of the

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Property. Such purchaser or encumbrances may rely conclusively upon such statement as true and correct.

- (b) If Tenant does not deliver such statement to Landlord within each ten (10)-day period, Landlord, and any prospective purchaser or encumbrances, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been cancelled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

**Section 11.05. Tenant's Financial Condition.** Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord such financial statements as Landlord reasonably requests to verify the net worth of Tenant shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant or any assignee, subtenant or guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Property. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this Lease.

#### ARTICLE TWELVE: LEGAL COSTS

**Section 12.01. Legal Proceedings.** If Tenant or Landlord shall be in breach or default under this Lease, such party (the "Defaulting Party") shall reimburse the other party (the "Non-defaulting Party") upon demand for any costs or expenses that the Non-defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys fees and costs. The losing party in such action shall pay such attorneys fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Property by license or by agreement of or agreement with Tenant; (b) for tortious use of any ten for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

**Section 12.02. Landlord's Consent.** Tenant shall pay Landlord's reasonable attorneys' fees incurred in connection with Tenant's request for Landlord's consent under Article Nine (Assignment and Subletting), or in connection with any other act which Tenant proposes to do and which requires Landlord's consent.

#### ARTICLE THIRTEEN: MISCELLANEOUS PROVISION

**Section 13.01. Non-Discrimination.** Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Property or any portion thereof.

#### Section 13.02. Landlord's Liability: Certain Duties.

- (a) As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Property or Project or the leasehold estate under a ground lease of the Property or Project at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds that Tenant previously paid if such funds have not yet been applied under the terms of this Lease.

- (b) Tenant shall give written notice of any failure by Landlord to perform any of its obligations under

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this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Property whose name and address have been furnished to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such cure is commenced within such thirty (30) - day period and thereafter diligently pursued to completion.

- (c) Notwithstanding any term or provision herein to the contrary, the liability of Landlord for the performance of its duties and obligations under this Lease is limited to Landlord's interest in the Property and the Project, and neither the Landlord nor its partners, shareholders, officers or other principals shall have any personal liability under this Lease.

**Section 13.03. Severability.** A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

**Section 13.04. Interpretation.** The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural, and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term Tenant shall include Tenant's agents, employees, contractors, invitees, successors or others using the Property with Tenant's expressed or implied permission.

**Section 13.05. Incorporation of Property Agreements; Modifications.** This Lease is the only agreement between the parties pertaining to the lease of the Property and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

**Section 13.06. Notices.** All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address specified in Section 1.03 above, except that upon Tenant taking possession of the Property, the Property shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered to the address specified in Section 1.02 above. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party.

**Section 13.07. Waivers.** All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

**Section 13.08. No Recordation.** Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "Short Form" memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees.

**Section 13.09. Binding Effect; Choice of Law.** This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the state in which the Property is located shall govern this Lease.

**Section 13.10. Corporate Authority; Partnership Authority.** If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Within thirty (3) days after this Lease is assigned, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's Board of Directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant is a partnership or limited liability company, each person or entity signing this Lease for Tenant represents and warrants that he or it is a general partner of the partnership or the managing member of the LLC and that he or it has full authority to sign for the partnership or LLC. This Lease binds the partnership and all general partners of the partnership or the LLC and its managing member. Tenant shall give written notice to Landlord of any general partner's withdrawal or addition. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a copy of Tenant's recorded statement of partnership, certificate of limited partnership or

articles of organization

Section 13.11 Joint and Several Liability. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 13.12 Force Majeure. If Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

Section 13.13 Execution of Lease. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

Section 13.14 Survival. All representations and warranties of Landlord and Tenant shall survive the termination of this Lease.

#### ARTICLE FOURTEEN: BROKERS

Section 14.01 Brokers Fee. When this Lease is signed by and delivered to both Landlord and Tenant, Landlord shall pay a real estate commission to Landlord's Broker named in Section 1.08 above, if any, as provided in the written agreement between Landlord and Landlord's Broker or the sum stated in Section 1.08 above for services rendered to Landlord by Landlord's Broker in this transaction. Landlord shall pay Landlord's Broker a commission if Tenant exercises any option to extend the Lease Term or to buy the Property, or any similar option or right which Landlord may grant to Tenant, or if Landlord's Broker is the procuring cause of any other lease or sale entered into between Landlord and Tenant covering the Property. Such commission shall be the amount set forth in Landlord's Broker's commission schedule in effect as of the execution of this Lease. If a Tenant's Broker is named in Section 1.08 above, Landlord's Broker shall pay an appropriate portion of its commission to Tenant's Broker if so provided in any agreement between Landlord's Broker and Tenant's Broker. Nothing contained in this Lease shall impose any obligation on Landlord to pay a commission or fee to any party other than Landlord's Broker.

Section 14.02 Protection of Brokers. If Landlord sells the Property, or assigns Landlord's interest in this Lease, the buyer or assignee shall, by accepting such conveyance of the Property or assignment of the Lease, be conclusively deemed to have agreed to make all payments to Landlord's Broker thereafter required of Landlord under this Article Fourteen.

Landlord's Broker shall have the right to bring a legal action to enforce or declare rights under this provision. The prevailing party in such action shall be entitled to reasonable attorneys' fees to be paid by the losing party. Such attorneys' fees shall be fixed by the court in such action. This Paragraph is included in this Lease for the benefit of Landlord's Broker.

Section 14.03 Agency Disclosure; No Other Brokers. Landlord and Tenant each warrant that they have dealt with no other real estate broker(s) in connection with this Transaction except:

n/a who represents the Tenant, and  
n/a who represents the Landlord.

In the event that n/a represents both Landlord and Tenant, Landlord and Tenant hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.

#### ARTICLE FIFTEEN COMPLIANCE

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

Q

ARTICLE SIXTEEN: MISCELLANEOUS

Section 16.01 Additional Tenant Lease Obligations:

1. Tenant to accept the Property

- new carpet through out  
- updated water heater  
- new tiled bathroom  
- walls patched/fresh paint

condition

- 2.

Tenant responsible for tenant improvements including conference room including any additional "it's", pay directly all costs to approved contractor.

- 3.

- 4.

- 5.

ADDITIONAL PROVISIONS MAY BE SET FORTH IN A RIDER OR RIDERS ATTACHED HERETO OR IN THE BLANK SPACE BELOW. IF NO ADDITIONAL PROVISIONS ARE INSERTED, PLEASE DRAW A LINE THROUGH THE SPACE BELOW.

Landlord and Tenant have signed this Lease at the place and on the dates specified adjacent to their signatures below and have initialed all Riders which are attended to or incorporated by reference in this Lease

Landlord:


LSN Nevada Trust

  
By: Linda Wilson, Trustee

Date:

9-28-16

Tenant:

  
By: PETER FIALA

By:

Date:

9-28-16

## Lindell Offices Lease Rider

### Suite #107

**Monument Business Signage:** Lindell Offices Monument Sign will allow 1 space at no additional cost to the tenant for the lease term being 1 yr. Leases extended past the first year shall incur an additional \$20 a mo. fee to be paid at time of rent. The same would apply for additional spaces over the first space.

Should Tenant desire to use a designated space on the 'monument sign', Tenant shall incur the cost of making the sign within the guidelines set by the Owner/Landlord by the company chosen by the Landlord, 'EnvyLogo' (Lindell Offices Tenant) after gaining approval from Owner/Landlord of the desired design. The cost to the tenant is \$85.

**Suite Door Business Signage:**

For the purpose of preserving visual aesthetics, promoting appropriate artwork and/or wording at Lindell Offices, all artwork must be pre-approved by the Landlord/Owner. Door signage may be placed on the door of the Suite after approved by 'Landlord'. Tenant shall choose White lettering for the color palette for their business designs/signage placed on the Suite door.

**Parking:** Shall be 'first come - first serve' unless/until 'Landlord' sees the need to alter during the time of the lease.

**Pets:** Pets are not permitted on the premises or within the suite. Should pets be brought onto the premises, their owners/caregiver/s are required to follow all County guidelines pertaining to animals, including restraining at all times on a leash etc. Tenant is responsible for any signs left behind from the pet anywhere on the property.

Upon first complaint from clients/tenants, tenants agree to remove pet/s immediately from the premises and refuse the pet to return at any time during the term of the lease. Doing so could result in a fine imposed by the Landlord/Owner of \$250 and possible lease termination.

**Confidentiality:**

Your lease contract including any/all discussions prior to, during or after lease expiration date shall not be discussed with other tenants at the Lindell Offices which are present now or in the future.

 9-28-16

 9.28.16

## Lindell Offices Lease Rider

### Suite #107

**Monument Business Signage:** Lindell Offices Monument Sign will allow 1 space at no additional cost to the tenant for the lease term being 1 yr. Leases extended past the first year shall incur an additional \$20 a mo. fee to be paid at time of rent. The same would apply for additional spaces over the first space.

Should Tenant desire to use a designated space on the 'monument sign', Tenant shall incur the cost of making the sign within the guidelines set by the Owner/Landlord by the company chosen by the Landlord, 'EnvylLogo' (Lindell Offices Tenant) after gaining approval from Owner/Landlord of the desired design. The cost to the tenant is \$85.

**Suite Door Business Signage:**

For the purpose of preserving visual aesthetics, promoting appropriate artwork and/or wording at Lindell Offices, all artwork must be pre-approved by the Landlord/Owner. Door signage may be placed on the door of the Suite after approved by 'Landlord'. Tenant shall choose White lettering for the color palette for their business designs/signage placed on the Suite door.

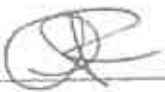
**Parking:** Shall be 'first come - first serve' unless/until 'Landlord' sees the need to alter during the time of the lease.

**Pets:** Pets are not permitted on the premises or within the suite. Should pets be brought onto the premises, their owners/caregiver/s are required to follow all County guidelines pertaining to animals, including restraining at all times on a leash etc. Tenant is responsible for any signs left behind from the pet anywhere on the property.

Upon first complaint from clients/tenants, tenants agree to remove pet/s immediately from the premises and refuse the pet to return at any time during the term of the lease. Doing so could result in a fine imposed by the Landlord/Owner of \$250 and possible lease termination.

**Confidentiality:**

Your lease contract including any/all discussions prior to, during or after lease expiration date shall not be discussed with other tenants at the Lindell Offices which are present now or in the future.

  
9-28-16  
  
Smita Nelson 9-28-16



Garbage Placement / Disposal

A new handle, latch and adjustment/s will be made on the doors of the garbage area to assist in facilitating proper placement of garbage into the dumpster by opening the door and placing your garbage inside.

All boxes of **any** size need to be broken down and flattened.

Please note, there are cigarette butts, wrappers, and such related garbage loose on the property that's not making it into garbage bags or dumpster.

As a reminder all cigarette butts and related garbage are to be disposed of properly.

This means they are **not** to be discarded on the ground, in the parking lot, planters or green areas.

They should be extinguished properly, placed in a receptacle, then bagged and placed into a garbage container/dumpster.

As a suggestion, as the business owner you may want to provide a receptacle you place inside your suite in an out of the way place for your employees to dispose of cigarette/cigar related objects.

Note: Receptacles at any time are not to be placed outside your suite or around any of the common areas of the Lindell Offices.

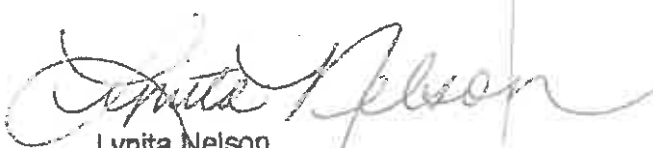
signed: \_\_\_\_\_



date: \_\_\_\_\_

11-5-17

Should you have any questions or concerns relating to these updated 'Lease Rider' guidelines, please contact me directly via phone and/or email.


  
Lynita Nelson  
Lindell Offices Owner  
702-569-3696  
[Sunbysidelson@gmail.com](mailto:Sunbysidelson@gmail.com)

AA3035

LSN000561

Companion Pet/s

Due to the increase in dog companion/s brought on a regular basis onto the property and into the work place of the Lindell Offices; the following options are available beginning November 1st, 2017.

 I accept responsibility for the Lindell Offices common area and my suite by providing care and maintenance for myself/employees companion dog/s by paying an additional monthly cost of \$25 per each companion dog brought onto/into the Lindell Offices that will be included in each months rent, beginning November 1st, 2017.

I am responsible for myself/employees walking their companion dogs across the street on the dirt for their relief and not anywhere on the Lindell Offices property.

I am responsible for myself/employees picking up feces and spraying neutralizer on urine that may be produced on and away from the Lindell Offices property and disposed of properly, in a bag and placed into the waste container.

Should myself or my employees companion pet/s defecate on the walk ways and/or plants on the Lindell Offices property, a fee of \$75 will be added to the next months rent.

I will have the carpets professionally cleaned by the Landlords commercial carpet cleaner at my cost should a time come my lease is allowed to expire.

signed: \_\_\_\_\_



date: \_\_\_\_\_

11-5-17


OR

AA3036

LSN000562

Companion Pet/s

Due to the increase in dog companion/s brought on a regular basis onto the property and into the work place of the Lindell Offices; the following options are available beginning November 1st, 2017.

 I accept responsibility for the Lindell Offices common area and my suite by providing care and maintenance for myself/employees companion dog/s by paying an additional monthly cost of \$25 per each companion dog brought onto/into the Lindell Offices that will be included in each months rent, beginning November 1st, 2017.

I am responsible for myself/employees walking their companion dogs across the street on the dirt for their relief and not anywhere on the Lindell Offices property.

I am responsible for myself/employees picking up feces and spraying neutralizer on urine that may be produced on and away from the Lindell Offices property and disposed of properly, in a bag and placed into the waste container.

Should myself or my employees companion pet/s defecate on the walk ways and/or plants on the Lindell Offices property, a fee of \$75 will be added to the next months rent.

I will have the carpets professionally cleaned by the Landlords commercial carpet cleaner at my cost should a time come my lease is allowed to expire.

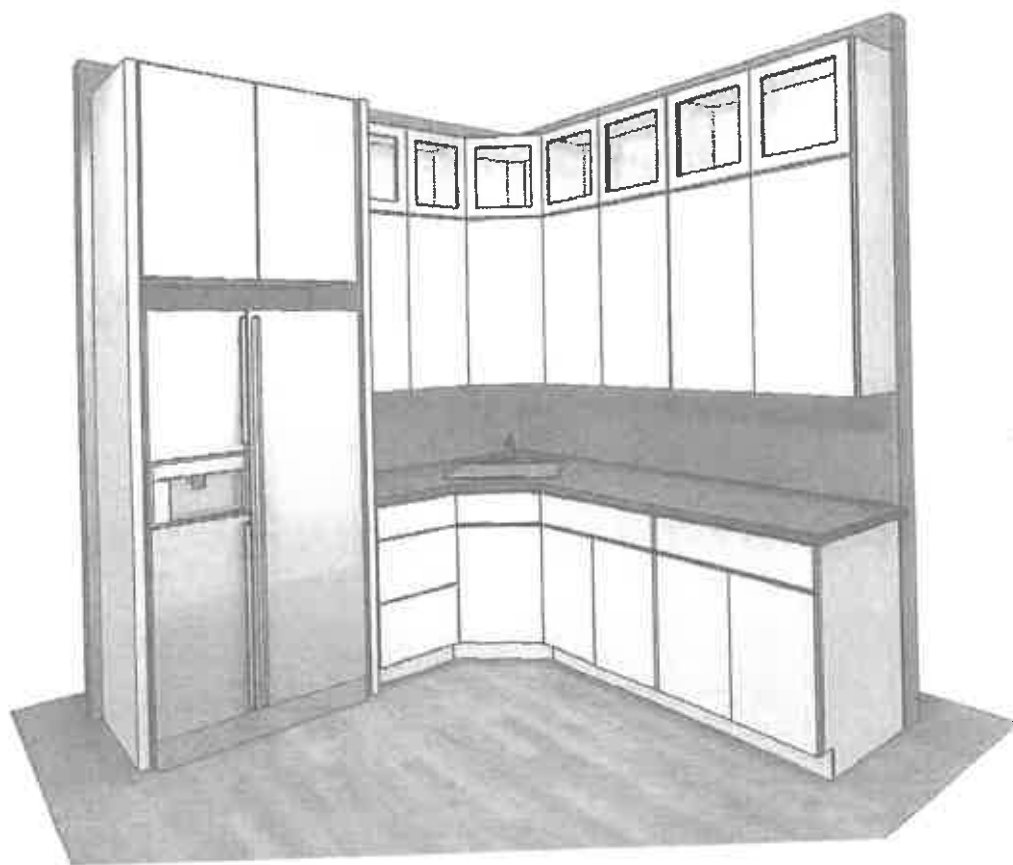
signed: \_\_\_\_\_



date: \_\_\_\_\_

11-5-17

OR



AA3038  
LSN000564

## for

In reference to the \_\_\_\_\_ Property Management Agreement executed by \_\_\_\_\_ as Owner(s) and \_\_\_\_\_ as Broker, dated \_\_\_\_\_, covering the above-referenced \_\_\_\_\_ property, the parties hereby agree that the Agreement be amended as follows: \_\_\_\_\_

**WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.**

By: \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Broker

should be #2  
and.

ADDENDUM NO. #1 TO  
MANAGEMENT AGREEMENT  
for

31011 S. Lintell Rd Suite #107  
(Property Address)

In reference to the Commercial Property Management Agreement executed by LSN Nevada Trust  
Lynita Nelson as Owner(s) and  
Oct 1, 2016 as Broker, dated  
the Agreement be amended as follows:

Tenant Peter Fiala agrees to  
extend lease of Suite #107 an  
additional year in the amount of  
825 sq ft totaling \$1,216 per month  
beginning Nov 1, 2017 thru  
Nov 30, 2018

+ Please note Lease Peter updates  
+ Also, this being the second year - add an  
additional \$20 for the monument sign.

When executed by both parties, this Addendum is made an integral part of the aforementioned  
Property Management Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY  
UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE  
SIGNING.

BROKER: n/a  
(Company Name)

OWNER:

Lynita Nelson for  
LSN Nevada Trust

By: n/a  
Authorized Agent for Broker

Date Signature

Date

By: n/a  
Broker

Date Signature

Date

ADDENDUM NO. 3 TO  
PROPERTY MANAGEMENT AGREEMENT

for

3611 S. Lindell Rd Suite #107  
(Property Address)

In reference to the Property Management Agreement executed by LSN Nevada  
Trust / Lynita Nelson, (9/2016) as Owner(s) and  
n/a as Broker, dated  
9/2016 covering the above-referenced real property, the parties hereby agree that  
the Agreement be amended as follows:

Peter Fiada, agrees to renew lease  
an additional 6 mos. Jan 01, 2021 thru July 31, 2021  
@ \$35 per sq. ft.  
Should Peter Fiada, decide to renew  
an additional 6 mos. being Aug 1, 2021 thru Jan 31, 22  
price per sq. ft. will be \$40.  
Suite #107 is "AS IS"  
Management Storage is \$25 per mo.

When executed by both parties, this Addendum is made an integral part of the aforementioned  
Residential Property Management Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY  
UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE  
SIGNING.

BROKER: n/a (Company Name) OWNER: Lynita Nelson 1-22-21  
LSN Nevada Trust  
By: n/a Date 1/25/21  
Authorized Agent for Broker Signature  
By: n/a Date Signature Date  
Broker

$$\begin{array}{r} 1520 \text{ sq. ft.} \times .85 = \$1292 \\ + 25 \\ \hline \$1317 \end{array}$$

AA3041  
LSN000567

ADDENDUM NO. 3 TO  
PROPERTY MANAGEMENT AGREEMENT

for

3611 S. Lindell Rd Suite #107  
(Property Address)

In reference to the Property Management Agreement executed by LSN Nevada  
Trust / Lynita Nelson (9/2016) as Owner(s) and  
n/a as Broker, dated  
9/2016 covering the above-referenced real property, the parties hereby agree that  
the Agreement be amended as follows:

Peter Fiala agrees to renew/lease  
an additional 6 mos. Oct. 1st thru July 31, 2021  
@ \$5 per sq. ft.

Should Peter Fiala desire to renew  
an additional 6 mos. being Aug 1, 2021 thru Jan 31, 22  
price per sq. ft. will be .90.  
Suite #107 is "AS IS"

Monument Storage is \$25 per mo.

When executed by both parties, this Addendum is made an integral part of the aforementioned  
Residential Property Management Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY  
UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE  
SIGNING.

BROKER: n/a  
(Company Name)

OWNER: Lynita Nelson 1-22-21  
LSN Nevada Trust  
Date Signature

By: n/a  
Authorized Agent for Broker

Date

Signature

Date

By: n/a  
Broker

Date

Signature

Date

$$\begin{array}{r} 1520 \text{ sq. ft.} \times .85 = \$1292 \\ + \quad 25 \\ \hline \$1317 \end{array}$$

AA3042  
LSN000568




Lindell Offices Suite # 107

### LEASE RIDER ADDITIONS/UPDATES

Choose between the options provided below, initial and/or sign. One must be chosen :

#### Signage

 Yes, I would like to have my business signage on the monument sign, following the specified color and design guidelines found in my lease. When celebrating my next lease renewal and those falling consecutively thereafter at Lindell Offices, I accept responsibility for paying \$25 per month in addition to the base lease amount on the first the month with the rent.

\_\_\_\_\_ No, I'm not interested at this time in the use of the monument sign. However, should I desire in the future, I will make the Landlord/Owner aware of my desire to do so and will pay \$25 per month in addition to the base lease amount on the first of the month with the rent.

#### Companion/s Animals, Pet/s

Dog and/or other companion/s animals brought onto the property and into the work place of the Lindell Offices have the following options.

\_\_\_\_\_ I accept responsibility for the Lindell Offices common area and my suite by providing care and maintenance for myself/employees companion dog/s by paying an additional monthly cost of \$25 per each companion/s brought onto/ into the Lindell Offices that will be included in each months rent, beginning November 1st, 2017.

\_\_\_\_\_ I am responsible for myself/employees walking their companion dogs across the street to Cherokee, on the dirt for their relief and not anywhere on the Lindell Offices property.

\_\_\_\_\_ I am responsible for myself/employees picking up feces and spraying neutralizer on urine that may be produced on and away from the Lindell Offices property and disposed of properly, in a bag and placed into the waste container.


\_\_\_\_\_ Should myself or my employees companion pet/s defecate on the walk ways and/or plant/s/ers on the Lindell Offices property, a fee of \$75 will be added to the next months rent.


\_\_\_\_\_ I will have the carpets professionally cleaned by the Landlords commercial carpet cleaner at my cost should a time come my lease is allowed to expire.


The landlord/owner is not responsible for providing proof of the infraction.

signed: \_\_\_\_\_ date: \_\_\_\_\_

OR

 I accept responsibility for the care and maintenance of the Lindell Offices by agreeing to prohibit any companion dog/s of mine or my employees onto the property of the Lindell Offices or into my suite at any time.

 Should I be found doing so, a fee of \$75 will be added to the next months rent and this agreement will default to the guidelines found above in the first option, listed below.

 I accept responsibility for the Lindell Offices common area and my suite by providing care and maintenance for myself/employees companion dog/s by paying an additional monthly cost of \$25 per each companion dog brought onto/into the Lindell Offices that will be included in each months rent, beginning January 2020.

*we will not allow animals in our suite*



I am responsible for myself/employees walking their companion dogs across the street on the dirt for their relief and not anywhere on the Lindell Offices property.

I am responsible for myself/employees picking up feces and spraying neutralizer on urine that is produced on and away from the Lindell Offices property and disposed of properly, in a bag and placed into the waste container.

Should myself or my employees companion animal defecate on the walk ways and/or plants on the Lindell Offices property, a fee of \$75 will be added to the next months rent.

I will have the carpets professionally cleaned by the Landlords commercial carpet cleaner at my cost should a time come my lease is allowed to expire. The landlord/owner is not responsible to provide proof of the infraction.

signed:  date 2/15/21

#### Garbage Placement / Disposal

Doors are present of the garbage area to assist in facilitating proper placement of garbage into the dumpster by opening the door and placing your garbage inside.

All boxes of **any** size need to be broken down and flattened.

Please note, there are cigarette butts, wrappers, and such related garbage loose on the

property that's not making it into garbage bags or dumpster.

As a reminder all cigarette butts and related garbage are to be disposed of properly.

This means they are **not** to be discarded on the ground, in the parking lot, planters or green areas.

They should be extinguished properly, placed in a receptacle, then bagged and placed into a garbage container/dumpster.

A kind suggestion; as the business owner you may want to provide a receptacle you place inside your suite in an out of the way place for your employees to dispose of cigarette/cigar related objects.

Note: Receptacles at any time are not to be placed outside your suite or around any of the common areas of the Lindell Offices.

signed: \_\_\_\_\_

A handwritten signature in dark ink, appearing to be 'LSP' or similar, written over a horizontal line.

date: \_\_\_\_\_

2/15/21

# LINDELL OFFICE LEASE

## ARTICLE ONE: BASIC TERMS

This Article one contains the Basic Terms of this Lease between the Landlord and Tenant named below. Other Articles, Sections and Paragraphs of the Lease referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

- Section 1.01. Date of Lease: January 1<sup>st</sup> 2021 - December 31<sup>st</sup> 2021
- Section 1.02. Landlord: LSN Nevada Trust / ELN Nevada Trust
- Section 1.03. Tenant: @ Eric Nelson as Investment Trustee of the Eric Nelson Nevada Trust
- Section 1.04. Property: The Property is part of Landlord's multi-tenant real property development known as Lindell Professional Plaza - 3611 South Lindell Road, Las Vegas, Nevada (the Project). The Project includes the land, the buildings, and all other improvements located on the land, and the common areas described in Paragraph 4.05 (a). The Property is a portion of the Project, whose address is: 3611 S. Lindell Road Suite 200/201, Las Vegas, Nevada 89103, consisting of 3200 Square Feet.
- Section 1.05. Lease Term: The Lease Term shall be for 1 Years and 10 Months, commencing on Jan 1<sup>st</sup> 2021 and ending on Dec 31<sup>st</sup> 2021. After the initial Lease Term, the Term shall automatically extend on a month-to-month basis with either party having the right to terminate the Lease by giving the other party thirty (30) days prior written notice of their intent to terminate the Lease.
- Section 1.06. Permitted Uses: RE. OFFICE
- Section 1.07. Tenant's Guarantor: \_\_\_\_\_
- Section 1.08. Brokers: n/a
- Section 1.09. Commissions: n/a
- Section 1.10. Initial Security Deposit: \$ 2,880 (Security Deposit)
- Section 1.11. Parking Spaces: open parking
- Section 1.12. Rent and Other Charges Payable by Tenant:
- (A) Base Rent: \$ 2,880 @ .90 persqft.  
@ PAID TO PROPERTY MANAGER.

Other Payments defined below ( ~~to~~ shall or ~~it~~ shall not ) be charged to Tenant for the Term of the Lease. Tenant shall be responsible for their separately metered utilities, liability insurance and janitorial service.

- (B) Other Payments:
- (i) Real Property Taxes (See Section 4.02)
  - (ii) Utilities (See Section 4.03)
  - (iii) Insurance Premiums (See Section 4.04)
  - (iv) Tenant's Initial Pro Rata Share of Common Area Expenses (See Section 4.05)
  - (v) Impounds for Insurance Premiums and Property Taxes (See Section 4.08)
  - (vi) Maintenance, Repairs and Alterations (See Article Sb)

Section 1.13 Landlord's Share of Profit on Assignment or Sublease N/A

Section 1.14. Lease Riders: see attached

## ARTICLE TWO: LEASE TERM

Section 2.01. **Lease of Property For Lease Term.** Landlord leases the Property to Tenant and Tenant leases the Property from Landlord for the Lease Term. The Lease term is for the period stated in Section 1.05 above and shall begin and end on the dates specified in Section 1.05 above, unless the beginning or end of the Lease term is changed under any provision of this Lease. The "Commencement Date" shall be the date specified in Section 1.05 above for the beginning of the Lease Term, unless advanced or delayed under any provision of this Lease.

Section 2.02. **Delay in Commencement.** Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Property to Tenant on the Commencement Date. Landlord's non-delivery of the Property to Tenant on that date shall not affect this Lease or the obligations of Tenant under this Lease except that the Commencement Date shall be delayed until Landlord delivers possession of the Property to Tenant and the Lease term shall be extended for a period equal to the delay in delivery of possession of the Property to Tenant, plus the number of days necessary to end the Lease Term on the last day of a month. If Landlord does not deliver possession of the Property to Tenant within sixty (60) days after the Commencement Date, Tenant may elect to cancel this Lease by giving written notice to Landlord within ten (10) days after the sixty (60)-day period ends. If Tenant gives such notice, the Lease shall be cancelled and neither Landlord nor Tenant shall have any further obligations to the other. If Tenant does not give such notice, Tenant's right to cancel the Lease shall expire and the Lease term shall commence upon the delivery of possession of the Property to tenant. If delivery of possession of the Property to Tenant is delayed, Landlord and tenant shall, upon such delivery, execute an amendment to this Lease setting forth the actual Commencement Date and expiration date of the Lease.

Section 2.03. **Early Occupancy.** If Tenant occupies the Property prior to the Commencement date, Tenant's occupancy of the Property shall be subject to all of the provisions of this Lease. Early occupancy of the Property shall not advance the expiration date of this Lease. Tenant shall pay Base Rent and all other charges specified in this Lease for the early occupancy period.

Section 2.04. **Holding Over.** Tenant shall vacate the Property upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages which Landlord incurs from Tenant's delay in vacating the Property. If Tenant does not vacate the Property upon the expiration or earlier termination of the Lease and Landlord thereafter accepts rent from Tenant, Tenant's occupancy of the Property shall be a "month-to-month" tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy, except that the base rent then in effect shall be increased by twenty-five percent (25%).

## ARTICLE THREE: BASE RENT

Section 3.01. **Time and Manner of Payment.** Upon execution of this Lease, Tenant shall pay Landlord the Base Rent in the amount stated in Paragraph 1.12(a) above for the first month of the Lease term. On the

first day of the second month of the Lease Term and each month thereafter, Tenant shall pay Landlord the base rent, in advance, without offset, deduction or prior demand. The Base Rent shall be payable at Landlord's address or at such other place as Landlord may designate in writing.

~~Section 3.02. Cost of Living Increases. The Base Rent shall be increased on each date (the "Rental Adjustment Date") state in paragraph 1.12(a) above in accordance with the increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (all items for the geographical Statistical Area in which the Property is located on the basis of 1982-1984 = 100) (the "Index") as follows:~~ (16)

- (a) ~~The base rent (the "Comparison Base Rent") in effect immediately before each Rental Adjustment Date shall be increased by the percentage that the Index has increased from the date (the "Comparison Date") on which payment of the Comparison Base rent began through the month in which the applicable Rental Adjustment Date occurs. The Base Rent shall not be reduced by reason of such computation. Landlord shall notify Tenant of each increase by a written statement which shall include the Index for the applicable Comparison Date, the Index for the applicable Rental Adjustment Date, the percentage increase between those two indices, and the new Base Rent. Any increase in the Base Rent provided for in this Section 3.02 shall be subject to any minimum or maximum increase, if provided for in paragraph 1.12(a).~~ (17)
- (b) ~~Tenant shall pay the new Base Rent from the applicable rental Adjustment Date until the next Rental Adjustment Date. Landlord's notice may be given after the applicable Rental Adjustment Date of the increase, and Tenant shall pay Landlord the accrued rental adjustment for the months elapsed between the effective date of the increase and Landlord's notice of such increase within ten (10) days after Landlord's notice. If the format or components of the Index are materially changed after the Commencement Date, Landlord shall substitute an index which is published by the Bureau of Labor Statistics or similar agency and which is most nearly equivalent to the Index in effect on the Commencement date. The substitute index shall be used to calculate the increase in the Base rent unless Tenant objects to such in writing within fifteen (15) days after receipt of Landlord's notice. If Tenant objects, Landlord and Tenant shall submit the selection of the substitute index for binding arbitration in accordance with the rules and regulations of the American Arbitration Association at its office closest to the Property. The costs of arbitration shall be borne equally by Landlord and Tenant.~~ (18)

~~Section 3.03. Security Deposit; Increases:~~

- (a) ~~Upon the execution of this Lease, Tenant shall deposit with Landlord a cash Security Deposit in the amount set forth in Section 1.10 above. Landlord may apply all or part of the Security Deposit to any unpaid rent or other charges due from Tenant or to cure any other defaults of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written request. Tenant's failure to do so shall be a material default under this Lease. No interest shall be paid on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit.~~ (19)
- (b) ~~Each Time the Base Rent is increased, Tenant shall deposit additional funds with Landlord sufficient to increase the Security Deposit to an amount which bears the same relationship to the adjusted Base Rate as the initial Security Deposit bore to the initial Base Rent.~~ (20)

**Section 3.04. Termination; Advance Payments.** Upon termination of this Lease under Article Seven (Damage or Destruction), Article Eight (Condemnation) or any other termination not resulting from Tenant's default, and after Tenant has vacated the Property in the manner required by this Lease, Landlord shall refund or credit to Tenant (or Tenant's successor) the unused portion of the Security Deposit, any advance rent or other advance payments made by tenant to Landlord, and any amounts paid for real property taxes and other reserves which apply to any time period after termination of the Lease.

#### ARTICLE FOUR: OTHER CHARGES PAYABLE BY TENANT

~~Section 4.01. Addition Rent. All charges payable by Tenant other than Base Rent are called "Additional Rent." Unless this Lease provides otherwise, Tenant shall pay all Additional Rent then due with the next monthly installment of Base Rent. The term "rent" shall mean Base Rent and Additional Rent.~~ (21)

**Section 4.02. Property Taxes.** SEE 1.12 (22)

- (a) **Real Property Taxes.** Tenant shall pay all real property taxes on the Property (including any fees, taxes or assessments against, or as a result of, any tenant improvements installed on the Property by or for the benefit of Tenant) during the Lease Term. Subject to Paragraph 4.02(c) and Section 4.08 below, such payment shall be made at least ten (10) days prior to the delinquency date of the taxes. Within such ten (10)-day period, Tenant shall furnish Landlord with satisfactory evidence that the real property taxes have been paid. Landlord shall reimburse Tenant for any real property taxes paid by Tenant covering any period of time prior to or after the Lease Term. If Tenant fails to pay the real property taxes when due, Landlord may pay the taxes and Tenant shall reimburse Landlord for the amount of such tax payment as Additional Rent.
- (b) **Definition of "Real Property Tax."** "Real property tax" means: (i) any fee, license fee, license tax, business license fee commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Property; (ii) any tax on the landlord's right to receive, or the receipt of, rent of income from the Property or against Landlord's business of leasing the Property; (iii) any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Property by any governmental agency; (iv) any tax imposed upon this transaction or based upon a re-assessment of the Property due to a change of ownership, as defined by applicable law, or other transfer of all or part of Landlord's interest in the Property; and (v) any charge or fee replacing any tax previously included within the definition of real property tax. "Real property tax" does not, however, include Landlord's federal or state income, franchise, inheritance or estate taxes.
- (c) **Joint Assessment.** If the Property is not separately assessed, Landlord shall reasonably determine tenant's share of the real property tax payable by Tenant under Paragraph 4.02(a) from the assessor's worksheets or other reasonably available information Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.
- (d) **Personal Property Taxes.**
- (i) Tenant shall pay all taxes charged against traded fixtures, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall try to have personal property taxed separately for the Property.
- (ii) If any of Tenant's personal property is taxes with the Property, Tenant shall pay Landlord the taxes for the personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

**Section 4.03. Utilities.** Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Property. However, if any services or utilities are jointly metered with other property, Landlord shall make a reasonable determination of Tenant's proportionate share of the cost of such utilities and services and Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement. *SEE 1.12*

**Section 4.04. Insurance Policies.**

- (a) **Liability Insurance.** During the Lease Term, Tenant shall maintain a policy of commercial general liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the operation, use or occupancy of the Property. Tenant shall name Landlord as an additional insured under such policy. The initial amount of such insurance shall be One Million Dollars (\$1,000,000) per occurrence and shall be subject to periodic increase based upon inflation, increased liability awards, recommendation of Landlord's professional insurance advisers and other relevant factors. The liability insurance obtained by tenant under this Paragraph 4.04(a) shall (i) be primary and non-contributory; (ii) contain cross-liability endorsements; and (iii) insure Landlord against tenant's performance under Section 5.05, if the matters giving rise to the indemnity under section 5.05 result from the negligence of Tenant. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease. Landlord may also obtain comprehensive public liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability arising out of ownership, operation, use or occupancy of the Property. The policy obtained by Landlord shall not be contributory and shall not provide primary insurance.

*SEE 1.12*

**Property and Rental Income Insurance.** During the Lease Term, Landlord shall maintain



under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant shall give notice to the insurance carriers of the mutual waiver of subrogation.

**Section 4.05. Common Areas; Use, Maintenance and Costs.**

- (a) **Common Areas.** As used in this Lease, "Common Areas" shall mean all areas within the Project which are available for the common use of tenants of the Project and which are not leased or held for the exclusive use of Tenant or other tenants, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas. Landlord, from time to time, may change the size, location, nature and use of any of the Common Areas, convert Common Areas into leasable areas, construct additional parking facilities (including parking structures) in the Common Areas, and increase or decrease Common Area land and/or facilities. Tenant acknowledges that such activities may result in inconvenience to Tenant. Such activities and changes are permitted if they do not materially affect Tenant's use of the Property.
- (b) **Use of Common Areas.** Tenant shall have the nonexclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish from time to time. Tenant shall abide by such rules and regulations and shall use its best effort to cause other who use the Common Areas with Tenant's express or implied permission to abide by Landlord's rules and regulations. At any time, Landlord may close any Common Areas to perform any acts in the Common Areas as, in Landlord's judgment, are desirable to improve the Project. Tenant shall not interfere with the rights of Landlord, other tenants or any other person entitled to use the common areas.
- (c) **Specific Provision re: Vehicle Parking.** Tenant shall be entitled to use the number of vehicle parking spaces in the Project allocated to Tenant in Section 1.11 of the Lease without paying any additional rent. Tenant's parking shall not be reserved and shall be limited to vehicles no larger than standard size automobiles or pickup utility vehicles. Tenant shall not cause large trucks or other large vehicles to be parked within the Project or on the adjacent public streets. Temporary parking of large delivery vehicles may be permitted by the rules and regulations established by Landlord. Vehicles shall be parked only in striped parking spaces and not in driveways, loading areas or other locations not specifically designated for parking. Handicapped spaces shall only be used by those legally permitted to use them. If Tenant parks more vehicles in the parking area than the number set forth in Section 1.11 of this Lease, such conduct shall be a material breach of this Lease. In addition to Landlord's other remedies under the Lease, Tenant may be required to pay a daily charge determined by Landlord for each such additional vehicle.
- (d) **Maintenance of Common Areas.** Landlord shall maintain the Common Areas in good order, condition and repair and shall operate the Project, in Landlord's sole discretion, as a first-class industrial/commercial real property development. Tenant shall pay Tenant's pro rata share (as determined below) of all costs incurred by Landlord for the operation and maintenance of the Common Areas. Common Area costs include, but are not limited to, costs and expenses for the following: gardening and landscaping; utilities, water and sewer charges; property management fees; maintenance of signs (other than tenant's signs); premiums for liability, property damage, fire and other types of casualty insurance on the Common Areas and worker's compensation insurance; all property taxes and assessments levied on or attributable to the Common Areas and all Common Area improvements; all personal property taxes levied on or attributable to personal property used in connection with the Common Areas; straight-line depreciation on personal property owned by Landlord which is consumed in the operation or maintenance of the Common Areas; rental or lease payments paid by Landlord for rented or lease personal property used in the operation or maintenance cleaning, refuse removal, security, and similar items; reserves for roof replacement and exterior painting and other appropriate reserves; and a reasonable allowance to Landlord for Landlord's supervision of the Common Areas. Landlord may cause any or all of such services to be provided by third parties and the cost of such services shall be included in Common Area costs. Common Area costs shall not include depreciation of real property which forms part of the Common Areas.
- (e) **Tenant's Share and Payment.** Tenant shall pay Tenant's annual pro rata share of all Common Area costs (prorated for any fractional month) upon written notice from Landlord such costs are due and payable, and in any event prior to delinquency. Tenant's pro rata share shall be calculated by dividing the square foot area of the Property as set forth in Section 1.04 of the Lease, by the aggregate square foot area of the Project which is leased or held for lease by tenants, as of the

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date on which the computation is made. Tenant's initial pro rata share is set out in Paragraph 1.12(b). Any changes in the Common Area costs and/or aggregate area of the Project leased or held for lease during the Lease Term shall be effective on the first day of the month after such change occurs. Landlord may, at Landlord's election, estimate in advance and charge to Tenant as Common Area costs, all real property taxes for which Tenant is liable under Section 4.02 of the Lease, all insurance premiums for which Tenant is liable under Section 4.04 of the Lease, all maintenance and repair costs for which tenant is liable under Section 6.04 of the Lease, and all other Common Area costs payable by Tenant hereunder. At Landlord's election, such statements of estimated Common Area costs shall be delivered monthly, quarterly or at any other periodic intervals to be designated by Landlord. Landlord may adjust such estimates at any time based upon Landlord's experience and reasonable anticipation of costs. Such adjustments shall be effective as of the next rent payment date after notice to Tenant Within sixty (60) days after the end of each calendar year of the Lease term, Landlord shall deliver to tenant a statement prepared in accordance with generally accepted accounting principals setting forth, in reasonable detail, the Common Area costs paid or incurred by Landlord during the preceding calendar year and Tenant's pro rata share. Upon receipt of such statement, there shall be an adjustment between Landlord and Tenant, with payment to or credit given by Landlord (as the case may be) so that Landlord shall receive the entire amount of tenant's share of such costs and expenses for such period.

**Section 4.06. Late Charges.** Tenant's failure to pay rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by any ground lease, mortgage or trust deed encumbering the Property. Therefore, if Landlord does not receive any rent payment within ten (10) days after it becomes due, Landlord will use best efforts to notify Tenant by invoice and Tenant shall pay Landlord a late charge equal to ten (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

**Section 4.07. Interest on Past Due Obligations.** Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by Tenant under this Lease. The payment of Interest on such amounts shall not excuse or cure any default by Tenant under this Lease. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decrease to the maximum legal interest rate permitted by law.

**Section 4.08. Impounds for Insurance Premiums and Real Property Taxes.** If requested by any ground lessor or lender to whom Landlord has granted a security interest in the Property, or if Tenant is more than ten (10) days late in the payment of rent more than once in any consecutive twelve (12) month period, Tenant shall pay Landlord a sum equal to one twelfth (1/12) of the annual real property taxes and insurance premiums payable by Tenant under this Lease, together with each payment of Base Rent. Landlord shall hold such payments in a non-interest bearing impound account. If unknown, Landlord shall reasonable estimate the amount of real property taxes and insurance premiums when due. Tenant shall pay any deficiency of funds in the impound account to Landlord upon written request. If Tenant defaults under this Lease, Landlord may apply any funds in the impound account to any obligation then due under this lease.

## **ARTICLE FIVE: USE OF PROPERTY**

**Section 5.01. Permitted Uses.** Tenant may use the Property only for the Permitted Uses set forth in Section 1.06 above.

**Section 5.02. Manner of Use.** Tenant shall not cause or permit the Property to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, which annoys or interferes with the rights of tenants of the Project, or which constitutes a nuisance or waste. Tenant shall obtain and pay for all permits, including a Certificate of Occupancy, required for tenant's occupancy of the Property and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulation the use by tenant of the Property, including the Occupational safety and Health Act.

**Section 5.03. Hazardous Materials.** As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation

petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment of the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Tenant, its agents employees, contractors, sublessees or invitees without the prior written consent of Landlord. Landlord shall be entitled to take into account such other factors or facts as Landlord may reasonably determine to be relevant in determining whether to grant or without consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any storage tanks on the Property.

**Section 5.04. Signs and Auctions.** Tenant shall not place any signs on the Property without Landlord's prior written consent. Tenant shall not conduct or permit any auctions or sheriff's sales at the Property.

**Section 5.05. Indemnity.** Tenant shall indemnify Landlord against and hold Landlord harmless from any and all costs, claims or liability arising from: (a) Tenant's use of the Property; (b) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in about the Property, including any contamination of the Property or any other property resulting from the presence or use of Hazardous Material caused or permitted by Tenant; (c) any breach or default in the performance of Tenant's obligations under this Lease; (d) any misrepresentation or breach of warranty by Tenant under this Lease; or (e) other acts or omissions of Tenant. Tenant shall defend Landlord against any such cost, claim or liability at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in connection with any such claim. As a material part of the consideration to Landlord, Tenant assumes all risk of damage to property or injury to persons in or about the Property arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except for any claim arising out of Landlord's gross negligence or willful misconduct. As used in this Section, the term "Tenant" shall include Tenant's employees, agents, contractors and invitee, if applicable.

**Section 5.08. Landlord's Access.** Landlord or its agents may enter the Property at all reasonable times to show the Property to potential buyers, investors or tenants or other parties; to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Material; or for any other purpose Landlord deems necessary. Landlord shall give Tenant prior notice of such entry, except in the case of an emergency. Landlord may place customary "For Sale" or "For Lease" signs on the Property.

**Section 5.07. Quiet Possession.** If Tenant pays the rent and complies with all other terms of this Lease, Tenant may occupy and enjoy the Property for the full Lease Term, subject to the provisions of this Lease.

## **ARTICLE SIX: CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS**

**Section 6.01 Existing Conditions.** Tenant accepts the Property in its condition as of the execution of the Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Property and is not relying on any representations of Landlord or any Broker with respect thereto. If Landlord or Landlord's Broker has provided a Property Information Sheet or other Disclosure Statement regarding the Property, a copy is attached as an exhibit to the Lease.

**Section 6.02 Exemption of Landlord from Liability.** Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitee, customers or any other person in or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Property or upon other portions of the Project, or from other sources or places; or (d) any act or omission of any other tenant of the Project. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. The provisions of this Section 6.02 shall not, however, exempt Landlord from liability for Landlord's gross negligence or willful misconduct.

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**Section 6.03****Landlord's Obligations.**

- (a) Except as provided in Article Seven (Damage or Destruction) and Article Eight (Condemnation), Landlord shall keep the following in good order, condition and repair: the foundations, exterior walls and roof of the Property (including painting the exterior walls of the Property not more often than once every five (5) years, if necessary) and all components of electrical, mechanical, plumbing, heating and air conditioning systems and facilities located in the Property which are concealed or used in common by tenants of the Project. However, Landlord shall not be obligated to maintain or repair windows, doors, plate glass or the interior surfaces of exterior walls. Landlord shall make repairs under this Section 6.03 within a reasonable time after receipt of written notice from Tenant of the need for such repairs.
- (b) Tenant shall pay or reimburse Landlord for all costs Landlord incurs under Paragraph 6.03(a) above as Common Area costs as provided for in Section 4.05 of the Lease. Tenant waives the benefit of any statute in effect now or in the future which might give Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Property in good order, condition and repair.

**Section 6.04.****Tenant's Obligations.**

- (a) Except as provided in Section 6.03, Article Seven (Damage or Destruction) and Article Eight (Condemnation), Tenant shall keep all portions of the Property (including structural, non-structural, interior, systems and equipment) in good order, condition and repair (including interior repainting and refinishing, as needed). If any portion of the Property or any system or equipment in the Property which Tenant is obligated to repair cannot be fully repaired or restored, Tenant shall promptly replace such portion of the Property or system or equipment in the Property, regardless of whether the benefit of such replacement extends beyond the Lease term; but if the benefit or useful life of such replacement extends beyond the Lease Term (as such term may be extended by exercise of any options), the useful life of such replacement shall be prorated over the remaining portion of the Lease Term (as extended), and Tenant shall be liable only for that portion of the cost which is applicable to the maintenance of the heating and air conditioning system by a licensed heating and air conditioning contractor, unless Landlord maintains such equipment under Section 6.03 above. If any part of the Property or the Project is damaged by any act or omission of Tenant, Tenant shall pay Landlord the cost of repairing or replacing such damaged property, whether or not Landlord would otherwise be obligated to pay the cost of maintaining or repairing such property. It is the intention of Landlord and Tenant that at all times Tenant shall maintain the portions of the Property which Tenant is obligated to maintain in an attractive, first-class and fully operative condition.
- (b) Tenant shall fulfill all of Tenant's obligations under this Section 6.04 at Tenant's sole expense. If Tenant fails to maintain, repair or replace the property as required by this Section 6.04, Landlord may, upon ten (10) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Property and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair immediately upon demand.

**Section 6.05.****Alterations, Additions and Improvements.**

- (a) Tenant shall not make any alterations, additions, or improvements to the Property without Landlord's prior written consent, except for non-structural alterations which do not exceed Ten Thousand Dollars (\$10,000) in cost cumulatively over the Lease Term and which are not visible from the outside of any building of which the property is part. Landlord may require Tenant to provide demolition and/ or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of the Paragraph 6.05(a) upon Landlord's written request. All alterations, additions, and improvements shall be done in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord. Upon completion of any such work, Tenant shall provide Landlord with As-Built plans, copies of all construction contracts, and proof of payment for all labor and materials.
- (b) Tenant shall pay when due all claims for labor and material furnished to the Property. Tenant shall give Landlord at least twenty (20) days prior written notice of the commencement of any work on the Property, regardless of whether Landlord's consent to such work is required. Landlord may elect to

record and post notices of non-responsibility on the Property.

**Section 6.06. Condition upon Termination.** Upon the termination of the Lease, Tenant shall surrender the Property to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Article Seven (Damage or Destruction). In addition, Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) prior to the expiration of the Lease and to restore the Property to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Property. Tenant shall repair, at Tenant's expense, any damage to the Property caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property) without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.

#### **ARTICLE SEVEN: DAMAGE OR DESTRUCTION**

##### **Section 7.01. Partial Damage to Property.**

- (a) Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to the Property. If the Property is only partially damaged (i.e., less than fifty percent (50%) of the Property is untenantable as a result of such damage or less than fifty percent (50%) of Tenant's operations are materially impaired) and if the proceeds received by Landlord from the insurance policies described in Paragraph 4.04(b) are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the damage as soon as reasonably possible. Landlord may elect (but is not required) to repair any damage to Tenant's fixtures, equipment, or improvements.
- (b) If the insurance proceeds received by Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which Landlord maintains under Paragraph 4.04(b), Landlord may elect either to (i) repair the damage as soon as reasonable possible, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant within thirty (30) days after receipt of notice of the occurrence of the damage whether Landlord elects to repair the damage or terminate the Lease. If Landlord elects to repair the damage, Tenant shall pay Landlord the Deductible amount (if any) under Landlord's insurance policies and, if the damage was due to an act or omission of Tenant, or Tenant's employees, agents, contractors or invitees, the difference between the actual cost of repair and any insurance proceeds received by Landlord. If Landlord elects to terminate the Lease, Tenant may elect to continue this Lease in full force and effect, in which case Tenant shall repair any damage to the Property and any building in which the Property is located. Tenant shall pay the cost of such repairs, except that upon satisfactory completion of such repairs, Landlord shall deliver to Tenant any insurance proceeds received by Landlord for the damage repaired by Tenant. Tenant shall give Landlord written notice of such election within ten (10) days after receiving Landlord's termination notice.
- (c) If the damage to the Property occurs during the last six (6) months of the Lease Term and such damage will require more than thirty (30) days to repair, either Landlord or Tenant may elect to terminate this Lease as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease shall give written notification to the other party of such election within thirty (30) days after Tenant's notice to Landlord of the occurrence or the damage.

**Section 7.02. Substantial or Total Destruction.** If the Property is substantially or totally destroyed by any cause whatsoever (i.e., the damage to the Property is greater than partial damage as described in Section 7.01), and regardless of whether Landlord received any insurance proceeds, this Lease shall terminate as of the date the destruction occurred. Notwithstanding the preceding sentence, if the Property can be rebuilt within six (6) months after the date of destruction, Landlord may elect to rebuild the Property at Landlord's expense, in which case this Lease shall remain in full force and effect. Landlord shall notify Tenant of such election within thirty (30) days after Tenant's notice of the occurrence of total or substantial destruction. If Landlord so elects, Landlord shall rebuild the Property at Landlord's sole expense, except that if the destruction was caused by an act or omission of Tenant, Tenant shall pay Landlord the

difference between the actual cost of rebuilding and any insurance proceeds received by Landlord.

**Section 7.03. Temporary Reduction of Rent.** If the Property is destroyed or damaged and Landlord or Tenant repairs or restores the Property pursuant to the provisions of this Article Seven, any rent payable during the period of such damage, repair and/ or restoration shall be reduced according to the degree, if any, to which Tenants use of the Property is impaired. However, the reduction shall not exceed the sum of one years payment of Base Rent, insurance premiums and real property taxes. Except for such possible reduction in Base Rent, insurance premiums and real property taxes, Tenant shall not be entitled to any compensation, reduction, or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of or to the Property unless damage is due to Landlord negligence or willful misconduct.

**Section 7.04. Waiver.** Tenant waves the protection of any statute, code or judicial decision which grants a tenant the right to terminate a lease in the event of the substantial or total destruction of the leased property. Tenant agrees that the provisions of Section 7.02 above shall govern the rights and obligations of Landlord and Tenant in the event of any substantial or total destruction to the Property.

#### **ARTICLE EIGHT: CONDEMNATION**

If all or any portion of the Property is taken under the power of eminent domain or sold under the threat of that power (all of which are called (Condemnation), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first, if more than twenty percent (20%) of the floor area of the building in which the Property is located, or which is located on the Property, is taken, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Property not taken, except that the Base Rent and Additional Rent shall be reduced in proportion to the reduction in the floor area of the Property. Any Condemnation award or payment shall be distributed in the following order: (a) first, to any ground lessor, mortgagee or beneficiary under a deed of trust encumbering the Property, the amount of its interest in the Property; (b) second, to Tenant, only the amount of any award specifically designated for loss of or damage to Tenants trade fixtures or removable personal property; and (c) third, to Landlord, the remainder of such award, whether as compensation for reduction in the value of the leasehold, the taking of the fee, or otherwise. If this Lease is not terminated, Landlord shall repair any damage to the Property caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority. If the severance damages received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to either terminate this Lease or make such repair at Landlords expense.

#### **ARTICLE NINE: ASSIGNMENT AND SUBLETTING**

**Section 9.01. Landlords Consent Required.** No portion of the Property or of Tenants interest in this Lease may be acquired by any other person or entity, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlords prior written consent, except as provided in Section 9.02 below. Landlord has the right to grant or withhold its consent as provided in Section 9.05 below. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant is a partnership, any cumulative transfer of more than twenty percent (20%) of the partnership interests shall require Landlords consent. If Tenant is a corporation, any change in the ownership of a controlling interest of the voting stock of the corporation shall require Landlords consent.

**Section 9.02. Tenant Affiliate.** Tenant may assign this Lease and sublease the Property, without Landlords consent, to any corporation resulting from the merger of or consolidation with Tenant (Tenant Affiliate). In such case, any Tenants Affiliate shall assume in writing all of Tenants obligations under this lease.

**Section 9.03. No Release of Tenant.** No transfer permitted by the Article Nine, whether with or without Landlords consent, shall release Tenant or change Tenants primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Landlords acceptance of rent from any other person is not a waiver of any provision of this Article Nine. Consent to one transfer is not a consent to any subsequent transfer. If Tenants transferee defaults under this Lease, Landlord may proceed directly against tenant without pursuing remedies against the transferee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenants transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenants liability under this Lease.



**Section 9.04. Offer to Terminate.** If Tenant desires to assign the Lease or sublease the Property, Tenant shall have the right to offer, in writing, to terminate the Lease as of a date specified in the offer. If Landlord elects in writing to accept the offer to terminate within twenty (20) days after notice of the offer, the Lease shall terminate as of the date specified and all the terms and provisions of the Lease governing termination shall apply. If Landlord does not so elect, the Lease shall continue in effect until otherwise terminated and the provisions of Section 9.5 with respect to any proposed transfer shall continue to apply.

**Section 9.05. Landlords Consent.**

- (a) Tenants request for consent to any transfer described in Section 9.01 shall set forth in writing the details of the proposed transfer, including the name, business and financial condition of the prospective transferee, financial details of the proposed transfer (e.g., the term of and the rent and security deposit payable under any proposed assignment or sublease), and any other information Landlord deems relevant. Landlord shall have the right to withhold consent, if reasonable, or to grant consent, based on the following factors: (i) the business of the proposed assignee or subtenant and the proposed assignee or subtenant; (ii) the net worth and financial reputation of the proposed assignee or subtenant; (iii) Tenants compliance with all of its obligations under the Lease; and (iv) such other factors as Landlord may reasonably deem relevant. If Landlord objects to a proposed assignment solely because of the net worth and/or financial reputation of the proposed assignee, Tenant may nonetheless sublease (but not assign), all or a portion of the Property to the proposed transferee, but only on the other terms of the proposed transfer.
- (b) If Tenant assigns or subleases, the following shall apply:
- (i) Tenant shall pay to Landlord as Additional Rent under the Lease the Landlords Share (stated in Section 1.13) of the Profit (defined below) on such transaction as and when received by Tenant, unless Landlord gives written notice to Tenant and the assignee or subtenant that Landlords Share shall be paid by the assignee or subtenant to Landlord directly. The (Profit) means (A) all amounts paid to Tenant for such assignment or sublease, including "key" money, monthly rent in excess of the monthly rent payable under the Lease, and all fees and other consideration paid for the assignment or sublease, including fees under any collateral agreements, less (B) costs and expenses directly incurred by Tenant in connection with the execution and performance of such assignment or sublease for real estate brokers commissions and costs of renovation or construction of tenant improvements required under such assignments or sublease. Tenant is entitled to recover such costs and expenses before Tenant is obligated to pay the Landlords Share to Landlord. The Profit in the case of a sublease of less than all the Property is the rent allocable to the subleased space as a percentage on a square footage basis.
- (ii) Tenant shall provide Landlord written statement certifying all amounts to be paid from any assignment or sublease of the Property within thirty (30) days after the transaction documentation is signed, and Landlord may inspect Tenants books and records to verify the accuracy of such statement. On written request, Tenant shall not be a consent to any further assignment or subletting. The breach of Tenants obligation under this Paragraph 9.0(b) shall be a material default of the Lease.

**Section 9.06. No Merger.** No merger shall result from Tenants sublease of the Property under this Article Nine, Tenants surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord under any or all subtenancies.

**ARTICLE TEN: DEFAULTS; REMEDIES**

**Section 10.01. Covenants and Conditions.** Tenants performance of each of Tenants obligations under this Lease is a condition as well as a covenant. Tenants right to continue in possession of the Property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

**Section 10.02. Defaults.** Tenant shall be in material default under this Lease:

- (a) If Tenant abandons the Property or if Tenants vacation of the Property results in the cancellation of any insurance described in Section 4.04;
- (b) If Tenant fails to pay rent or any other charge when due;
- (c) If Tenant fails to perform any of Tenants non-monetary obligations under this Lease for period of thirty (30) days are required to complete such performance. Tenant shall not be in default if Tenant

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commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenants failure to perform constitutes a non-curable breach of this Lease. The notice required by this Paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirements.

- (d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjunction of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenants assets located at the Property or of Tenants interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenants assets located at the Property or of Tenants interest in this Lease is subjected to attachment, execution or the judicial seizure which is not subparagraph (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenants interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant under this Lease.
- (e) If any guarantor of the Lease revokes or otherwise terminates, or purports to revoke or otherwise terminate, any guaranty of all or any portion of Tenants obligation under the Lease. Unless otherwise expressly provided, no guaranty of the Lease is revocable.

**Section 10.03. Remedies.** On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

- (a) Terminate Tenants right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenants default, including (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and other charges which Landlord had earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Tenant would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenants failure to perform its obligation under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Property after such default, the cost of recovering possession of the Property, expenses of reletting, including necessary renovation or alteration of the Property, Landlords reasonable attorneys fees incurred in connection therewith, and any real estate commission paid or payable. As used in subparts (i) and (ii) above, the Worth at the time of the award is computed by allowing interest on unpaid amounts at the rate of fifteen percent (15%) per annum, or such lesser amounts may then be the maximum lawful rate. As used in subpart (iii) above, the Worth at the time of the award is computed by discounting such amount at the discount rate of Federal Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant has abandoned the Property, Landlord shall have the option of (i) retaking possession of the Property and recovering from Tenant the amount specified in this Paragraph 10.03(a), or (ii) proceeding under Paragraph 10.03(b);
- (b) Maintain Tenants right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Property. In such event, Landlord shall be entitled to enforce all of Landlords rights and remedies under this Lease, including the right to recover the rent as it becomes due;
- (c) Pursue any other remedy now or hereafter to Landlord under the laws or judicial decisions of the state in which the property is located.

**Section 10.04. Repayment of "Free" Rent.** If this Lease provides for a postponement of any monthly rental payments, a period of "free" rent or other rent concessions, such postponed rent or "free" rent is called the "Abated Rent". Tenant shall be credited with having paid all the Abated Rent on the expiration of the Lease from only if Tenant has fully, faithfully, and punctually performed all of Tenants obligations



hereunder, including the payment of all rent (other than the Abated Rent) and all other monetary obligations and the surrender of the Property in the physical condition required by this Lease, Tenant acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Tenant's full, faithful and punctual performance of its obligations under this Lease. If Tenant defaults and does not cure within any applicable grace period, the Abated Rent shall immediately become due and payable in full and this Lease shall be enforced as if there were no such rent abatement or other rent concession. In such case Abated Rent shall be calculated based on the full initial rent payable under this Lease.

**Section 10.05. Automatic Termination.** Notwithstanding any other term or provision hereof to the contrary, the Lease shall terminate on the occurrence of any act which affirms the Landlord's intention to terminate the Lease as provided in Section 10.03 hereof, including the filing of an unlawful detainer action against Tenant. On such termination, Landlord's damages for default shall include all costs and fees, including reasonable attorneys' fees that Landlord incurs in connection with the filing, commencement, pursuing and/or defending of any action in any bankruptcy court or other court with respect to the Lease; the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant; or the pursuing of any action with respect to Landlord's right to possession of the Property. All such damages suffered (apart from Base Rent and other rent payable hereunder) shall constitute pecuniary damages which must be reimbursed to Landlord prior to assumption of the Lease by Tenant or any successor to Tenant in any bankruptcy or other proceeding.

**Section 10.06. Cumulative Remedies.** Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

#### **ARTICLE ELEVEN: PROTECTION OF LENDERS**

**Section 11.01. Subordination.** Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender which is acquiring a security interest in the Property or the Lease. Tenant shall execute such further documents and assurances as such lender may require, provided that Tenant's obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Tenant shall not be deprived of its rights under this Lease. Tenant's right to quiet possession of the Property during the Lease term shall not be disturbed if Tenant pays the rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date recording thereof.

**Section 11.02. Attornment.** If Landlord's interest in the Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Property and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Property upon the transfer of Landlord's interest.

**Section 11.03. Signing of Documents.** Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. If Tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

**Section 11.04. Estoppel Certificates.**

- (a) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been cancelled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other representatives or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrances of the Property may require. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrances of the

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Property. Such purchaser or encumbrances may rely conclusively upon such statement as true and correct.

- (b) If Tenant does not deliver such statement to Landlord within such ten (10)-day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been cancelled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

**Section 11.05. Tenants Financial Condition.** Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant or any assignee, subtenant, or guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Property. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this Lease.

## ARTICLE TWELVE: LEGAL COSTS

**Section 12.01. Legal Proceedings.** If Tenant or Landlord shall be in breach or default under this Lease, such party (the Defaulting Party) shall reimburse the other party (the "Non-defaulting Party") upon demand for any costs or expenses that the Non-defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys fees and costs. The losing party in such action shall pay such attorneys fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Property by license of or agreement of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

**Section 12.02. Landlord's Consent.** Tenant shall pay Landlord's reasonable attorneys fees incurred in connection with Tenant's request for Landlord's consent under Article Nine (Assignment and Subletting), or in connection with any other act which Tenant proposed to do and which requires Landlord's consent.

## ARTICLE THIRTEEN: MISCELLANEOUS PROVISION

**Section 13.01. Non-Discrimination.** Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Property or any portion thereof.

**Section 13.02. Landlord's Liability; Certain Duties.**

- (a) As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Property or Project or the leasehold estate under a ground lease of the Property or Project at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds that Tenant previously paid if such funds have not yet been applied under the terms of this Lease.

- (b) Tenant shall give written notice of any failure by Landlord to perform any of its obligations under

this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Property whose name and address have been furnished to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such cure is commenced within such thirty (30) - day period and thereafter diligently pursued to completion.

- (c) Notwithstanding any term or provision herein to the contrary, the liability of Landlord for the performance of its duties and obligations under this Lease is limited to Landlord's interest in the Property and the Project, and neither the Landlord nor its partners, shareholders, officers or other principals shall have any personal liability under this Lease.

**Section 13.03. Severability.** A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

**Section 13.04. Interpretation.** The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term Tenant shall include Tenant's agents, employees, contractors, invitees, successors or others using the Property with Tenant's expressed or implied permission.

**Section 13.05. Incorporation of Property Agreements; Modifications.** This Lease is the only agreement between the parties pertaining to the lease of the Property and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

**Section 13.06. Notices.** All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address specified in Section 1.03 above, except that upon Tenant taking possession of the Property, the Property shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered to the address specified in Section 1.02 above. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party.

**Section 13.07. Waivers.** All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

**Section 13.08. No Recordation.** Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "Short Form" memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees.

**Section 13.09. Binding Effect; Choice of Law.** This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the state in which the Property is located shall govern this Lease.

**Section 13.10. Corporate Authority; Partnership Authority.** If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Within thirty (3) days after this Lease is assigned, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's Board of Directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant is a partnership or limited liability company, each person or entity signing this Lease for Tenant represents and warrants that he or it is a general partner of the partnership or the managing member of the LLC and that he or it has full authority to sign for the partnership or LLC. This Lease binds the partnership and all general partners of the partnership or the LLC and its managing member. Tenant shall give written notice to Landlord of any general partner's withdrawal or addition. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a copy of Tenant's recorded statement of partnership, certificate of limited partnership or

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Section 13.11 **Joint and Several Liability.** All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 13.12. **Force Majeure.** If Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

Section 13.13. **Execution of Lease.** This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

Section 13.14. **Survival.** All representations and warranties of Landlord and Tenant shall survive the termination of this Lease.

#### ARTICLE FOURTEEN: BROKERS

Section 14.01 **Brokers Fee.** When this Lease is signed by and delivered to both Landlord and Tenant, Landlord shall pay a real estate commission to Landlord's Broker named in Section 1.08 above, if any, as provided in the written agreement between Landlord and Landlord's Broker, or the sum stated in Section 1.09 above for services rendered to Landlord by Landlord's Broker in this transaction. Landlord shall pay Landlord's Broker a commission if Tenant exercises any option to extend the Lease Term or to buy the Property, or any similar option or right which Landlord may grant to Tenant, or if Landlord's Broker is the procuring cause of any other lease or sale entered into between Landlord and Tenant covering the Property. Such commission shall be the amount set forth in Landlord's Broker's commission schedule in effect as of the execution of this Lease. If a Tenant's Broker is named in section 1.08 above, Landlord's Broker shall pay an appropriate portion of its commission to Tenant's Broker if so provided in any agreement between Landlord's Broker and Tenant's Broker. Nothing contained in this Lease shall impose any obligation on Landlord to pay a commission or fee to any party other than Landlord's Broker.

Section 14.02 **Protection of Brokers.** If Landlord sells the Property, or assigns Landlord's interest in this Lease, the buyer or assignee shall, by accepting such conveyance of the Property or assignment of the Lease, be conclusively deemed to have agreed to make all payments to Landlord's Broker thereafter required of Landlord under this Article Fourteen.

Landlord's Broker shall have the right to bring a legal action to enforce or declare rights under this provision. The prevailing party in such action shall be entitled to reasonable attorneys' fees to be paid by the losing party. Such attorneys' fees shall be fixed by the court in such action. This Paragraph is included in this Lease for the benefit of Landlord's Broker.

Section 14.03 **Agency Disclosure; No Other Brokers.** Landlord and Tenant each warrant that they have dealt with no other real estate broker(s) in connection with this Transaction except:

\_\_\_\_\_  
wla who represents the Tenant, and  
\_\_\_\_\_  
nh who represents the Landlord.

In the event that \_\_\_\_\_  
wla represents both Landlord and Tenant,  
Landlord and Tenant hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.

#### ARTICLE FIFTEEN: COMPLIANCE

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

policies of insurance covering loss of or damage to the Property in the full amount of its replacement value. Such policy shall contain an Inflation Guard Endorsement and shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage and any other perils which Landlord deems reasonably necessary. Landlord shall have the right to obtain flood and earthquake insurance if required by any lender holding a security interest in the Property. Landlord shall not obtain insurance for Tenant's fixtures or equipment or building improvements installed by Tenant on the Property. During the Lease Term, Landlord shall also maintain a rental income insurance policy, with loss payable to Landlord, in an amount equal to one year's Base Rent, plus estimated real property taxes and insurance premiums. If tenant is found to be negligent, tenant shall be liable for the payment of any deductible amount under Landlord's or Tenant's insurance policies maintained pursuant to this Section 4.04, in an amount not to exceed Ten Thousand Dollars (\$10,000). Tenant shall not do or permit anything to be done which invalidates any such insurance policies.

(X)  
SEE  
1.12

**Payment of Premiums.** Subject to Section 4.03, Tenant shall pay all premiums for the insurance policies described in paragraphs 4.04(a) and (b) (whether obtained by Landlord or Tenant) within fifteen (15) days after Tenant's receipt of a copy of the premium statement or other evidence of the amount due, except Landlord shall pay all premiums for non-primary comprehensive public liability insurance which Landlord elects to obtain as provided in Paragraph 4.04(a). For insurance policies maintained by Landlord which cover improvements on the entire project, Tenant shall pay Tenant's prorated share of the premiums, in accordance with the Formula in Paragraph 4.05(e) for determining Tenant's share of Common Area costs. If insurance policies maintained by Landlord cover improvements on real property other than the Project, Landlord shall deliver to Tenant a statement of the premium applicable to the Property showing in reasonable detail how Tenant's share of the premium was computed. If the Lease Term expires before the expiration of an insurance policy maintained by Landlord, Tenant shall be liable for Tenant's prorated share of the insurance premiums. Before the Commencement Date, Tenant shall deliver to Landlord a copy of any policy of insurance which Tenant is required to maintain under this Section 4.04. At least thirty (30) days prior to the expiration of any such policy, tenant shall deliver to Landlord a renewal of such policy. As an alternative to providing a policy of insurance, Tenant shall have the right to provide Landlord a certificate of insurance, executed by an authorized officer of the insurance company, showing that the insurance which Tenant is required to maintain under this Section 4.04 is in full force and effect and containing such other information which Landlord reasonably requires.

(d) **General Insurance Provisions**

- (i) Any insurance which Tenant is required to maintain under this Lease shall include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days' written notice prior to any cancellation or modification of such coverage.
- (ii) If Tenant fails to deliver any policy, certificate or renewal to Landlord required under this Lease within the prescribed time period or if any such policy is cancelled or modified during the Lease Term without Landlord's consent, Landlord may obtain such insurance, in which case Tenant shall reimburse Landlord for the cost of such insurance within fifteen (15) days after receipt of a statement that indicated the cost of such insurance.
- (iii) Tenant shall maintain all insurance required under this Lease with companies holding a "General Policy Rating" of A-12 or better, as set forth in the most current issue of "Best Key Rating Guide". Landlord and Tenant acknowledge the insurance markets are rapidly changing and that insurance in the form and amounts described in the Section 4.04 may not be available in the future. Tenant acknowledges that the insurance described in this Section 4.04 is for the primary benefit of Landlord. If at any time during the Lease Term, tenant is unable to maintain the insurance required under the Lease, Tenant shall nevertheless maintain insurance coverage which is customary and commercially reasonable in the insurance industry for Tenant's type of business, as that coverage may change from time to time. Landlord makes no representation as to the adequacy of such insurance to protect Landlord's or Tenant's interests. Therefore, Tenant shall obtain any such addition property or liability insurance which Tenant deems necessary to protect Landlord and Tenant.
- (iv) Unless prohibited under any applicable insurance policies maintained, Landlord and tenant each hereby waive any and all rights of recovery against the other, or against the officer, employees, agents or representatives of the other, for loss of or damage to its property of the property of others

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ARTICLE SIXTEEN: MISCELLANEOUS

Section 16.01 Additional Tenant Lease Obligations.

1. Tenant to accept the Property in AS IS condition.
- 2.
- 3.
- 4.
- 5.

ADDITIONAL PROVISIONS MAY BE SET FORTH IN A RIDER OR RIDERS ATTACHED HERETO OR IN THE BLANK SPACE BELOW. IF NO ADDITIONAL PROVISIONS ARE INSERTED, PLEASE DRAW A LINE THROUGH THE SPACE BELOW.

Landlord and Tenant have signed this Lease at the place and on the dates specified adjacent to their signatures below and have initialed all Riders which are attended to or incorporated by reference in this Lease.

Landlord:

LSN Nevada Trust

[Signature]  
By: Lynita Nelson, Trustee

Date: 12.28.20

LANDLORD  
ENT.  
ERIC NELSON TRUST

[Signature]  
By ERIC NELSON TRUSTEE  
DATE, 1-12-2021

Tenant Eric Nelson as Investment  
Trustee of the Eric Nelson  
Nevada Trust

[Signature]  
By:

Date: 1-12-2021

Lindell Offices Suite # \_\_\_\_\_

LEASE RIDER ADDITIONS/UPDATES

Choose between the options provided below, initial and/or sign. One must be chosen :

Signage

  *Q*   Yes, I would like to have my business signage on the monument sign, following the specified color and design guidelines found in my lease. When celebrating my next lease renewal and those falling consecutively thereafter at Lindell Offices, I accept responsibility for paying \$25 per month in addition to the base lease amount on the first the month with the rent.

           No, I'm not interested at this time in the use of the monument sign. However, should I desire in the future, I will make the Landlord/Owner aware of my desire to do so and will pay \$25 per month in addition to the base lease amount on the first of the month with the rent.

Companion/s Animals, Pet/s

Dog and/or other companion/s animals brought onto the property and into the work place of the Lindell Offices have the following options.

  *Q*   I accept responsibility for the Lindell Offices common area and my suite by providing care and maintenance for myself/employees companion dog/s by paying an additional monthly cost of \$25 per each companion/s brought onto/into the Lindell Offices that will be included in each months rent, beginning November 1st, 2017.

  *Q*   I am responsible for myself/employees walking their companion dogs across the street to Cherokee, on the dirt for their relief and not anywhere on the Lindell Offices property.

  *Q*   I am responsible for myself/employees picking up feces and spraying neutralizer on urine that may be produced on and away from the Lindell Offices property and disposed of properly, in a bag and placed into the waste container.

@   Should myself or my employees companion pet/s defecate on the walk ways and/or plant/s/rs on the Lindell Offices property, a fee of \$75 will be added to the next months rent.

  @   I will have the carpets professionally cleaned by the Landlords commercial carpet cleaner at my cost should a time come my lease is allowed to expire.

The landlord/owner is not responsible for providing proof of the infraction.

signed:                     

date: 1-12-2021

OR

                     I accept responsibility for the care and maintenance of the Lindell Offices by agreeing to prohibit any companion dog/s of mine or my employees onto the property of the Lindell Offices or into my suite at any time.

                     Should I be found doing so, a fee of \$75 will be added to the next months rent and this agreement will default to the guidelines found above in the first option, listed below.

                     I accept responsibility for the Lindell Offices common area and my suite by providing care and maintenance for myself/employees companion dog/s by paying an additional monthly cost of \$25 per each companion dog brought onto/into the Lindell Offices that will be included in each months rent, beginning January 2020.

                     I am responsible for myself/employees walking their companion dogs across the street on the dirt for their relief and not anywhere on the Lindell Offices property.

I am responsible for myself/employees picking up feces and spraying neutralizer on urine that is produced on and away from the Lindell Offices property and disposed of properly, in a bag and placed into the waste container.



Should myself or my employees companion animal defecate on the walk ways and/or plants on the Lindell Offices property, a fee of \$75 will be added to the next months rent.

I will have the carpets professionally cleaned by the Landlords commercial carpet cleaner at my cost should a time come my lease is allowed to expire. The landlord/owner is not responsible to provide proof of the infraction.

signed: \_\_\_\_\_ date: \_\_\_\_\_

#### Garbage Placement / Disposal

Doors are present of the garbage area to assist in facilitating proper placement of garbage into the dumpster by opening the door and placing your garbage inside.

All boxes of any size need to be broken down and flattened. Please note, there are cigarette butts, wrappers, and such related garbage loose on the


property that's not making it into garbage bags or dumpster. As a reminder all cigarette butts and related garbage are to be disposed of properly.

This means they are **not** to be discarded on the ground, in the parking lot, planters or green areas.

They should be extinguished properly, placed in a receptacle, then bagged and placed into a garbage container/dumpster.

A kind suggestion; as the business owner you may want to provide a receptacle you place inside your suite in an out of the way place for your employees to dispose of cigarette/cigar related objects.

Note: Receptacles at any time are not to be placed outside your suite or around any of the common areas of the Lindell Offices.

signed:  date: 1-12-2021

## Elevator

Use of elevator Suite to #200/201 requires yearly maintenance and certification. Cost to maintain and repair is the responsibility of occupant located in Lindell Offices Suite #200/201 also referred to as; 3611 S. Lindell Office Las Vegas, NV 89103

Should you have any questions or concerns relating to the updated 'Lease Rider' guidelines, please contact me directly via phone and/or email.

Lynita Nelson  
Lindell Offices Owner  
702-875-3363  
[Sunnysidelscn@gmail.com](mailto:Sunnysidelscn@gmail.com)

**3611 LINDELL ROAD**  
**Property Expenses**  
October 1, 2019 - December 31, 2020

Expense Category	Date Paid	Vendor Name	Description	Amount Paid
Insurance Property Lindell	10/09/2019	Allstate Insurance	12/4/2018 - 12/4/2019	\$ 450.50
	11/06/2019	Allstate Insurance	12/4/2018 - 12/4/2019	\$ 450.50
	12/05/2019	Allstate Insurance	12/4/19 -12/4/2020	\$ 469.00
	01/08/2020	Allstate Insurance	12/4/19 -12/4/2020	\$ 469.00
	02/05/2020	Allstate Insurance	12/4/19 -12/4/2020	\$ 469.00
	03/05/2020	Allstate Insurance	12/4/19 -12/4/2020	\$ 469.00
	04/08/2020	Allstate Insurance	12/4/19 -12/4/2020	\$ 469.00
	05/10/2020	Allstate Insurance	12/4/19 -12/4/2020	\$ 469.00
	06/05/2020	Allstate Insurance	12/4/19 -12/4/2020	\$ 469.00
	07/09/2020	Allstate Insurance	12/4/19 -12/4/2020	\$ 469.00
	08/05/2020	Allstate Insurance	12/4/19 -12/4/2020	\$ 469.00
	09/10/2020	Allstate Insurance	12/4/19 -12/4/2020	\$ 469.00
	10/02/2020	Allstate Insurance	12/4/19 -12/4/2020	\$ 463.00
	11/05/2020	Allstate Insurance	12/4/19 -12/4/2020	\$ 469.00
	12/04/2020	Allstate Insurance	12/4/20-12/4/2021 property Ins	\$ 529.08
<b>Total Insurance Property Lindell</b>				<b>\$ 7,052.08</b>
Property Taxes - Lindell	12/20/2019	Clark County Treasurer	2019-2020 2nd Installment	\$ 3,645.32
	01/16/2020	Clark County Treasurer	2019-2020 3rd Installment	\$ 3,505.12
	03/27/2020	Clark County Treasurer	2019-2020 4th Installment	\$ 3,653.50
	08/20/2020	Clark County Treasurer	2020-2021 1st installment	\$ 3,742.42
	10/09/2020	Clark County Treasurer	2020-2021 2nd installment	\$ 3,739.96
<b>Total Property Taxes - Lindell</b>				<b>\$ 18,286.32</b>
Repairs and Maintenance Lindell	10/01/2019	Thyssenkrupp Elevator	Elevator Maintenance Quarterly	\$ 268.17
	12/04/2019	Randy Scott	Inv 530 9/2-12/2 Maintenance	\$ 328.00
	12/31/2019	Thyssenkrupp Elevator	Elevator Maintenance Quarterly	\$ 276.97
	01/21/2020	Randy Scott	Inv 534, #102 Blinds, common area maintence	\$ 272.00
	03/19/2020	Home Air Conditioning	replace blower unit 101	\$ 950.00
	04/17/2020	Thyssenkrupp Elevator	Elevator Maintenance Quarterly	\$ 276.96
	07/27/2020	Randy Scott	Inv 549 - 3/1-6/25/20 common area maintenance	\$ 360.00
	08/21/2020	Home Air Conditioning	Unit #101 AC repair	\$ 235.00
	10/12/2020	Randy Scott	INV 554, common area maintenance	\$ 48.00
	10/12/2020	Randy Scott	INV 552, common area maintenance, replace locks	\$ 364.07
	12/22/2020	Mario Cueller	Unit # 101,locate bad smell	\$ 100.00
	12/28/2020	A.A. Cassaro Plumbing	#101 sewer gas odor	\$ 217.26
	12/28/2020	A.A. Cassaro Plumbing	#101 Smoke Test	\$ 459.00
<b>Total Repairs and Maintenance Lindell</b>				<b>\$ 4,155.43</b>
Utilities Lindell Sewer	12/16/2019	Clark county Reclamation	Sewer 7/1-6/20 quarterly	\$ 617.33
	05/06/2020	Clark county Reclamation	7/1-6/30/20 Paid in full	\$ 1,357.32
	07/23/2020	Clark county Reclamation	Sewer July 1,2020 -June 30, 2021	\$ 617.34
	10/12/2020	Clark county Reclamation	Sewer July 1,2020 -June 30, 2021	\$ 617.33
<b>Total Sewer</b>				<b>\$ 3,209.32</b>
Water	10/07/2019	Las Vegas Valley Water	Common area Water	\$ 271.91
	11/04/2019	Las Vegas Valley Water	Common area Water	\$ 229.51
	12/09/2019	Las Vegas Valley Water	Common area Water	\$ 243.76
	01/06/2020	Las Vegas Valley Water	Common area Water	\$ 247.19
	02/10/2020	Las Vegas Valley Water	Common area Water	\$ 283.07

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**LSN000595**

	03/09/2020	Las Vegas Valley Water	Common area Water	\$	245.66
	04/13/2020	Las Vegas Valley Water	Common area Water	\$	283.16
	05/11/2020	Las Vegas Valley Water	Common area Water	\$	243.81
	06/08/2020	Las Vegas Valley Water	Common area Water	\$	242.27
	07/03/2020	Las Vegas Valley Water	Common area Water	\$	254.88
	08/10/2020	Las Vegas Valley Water	Common area Water	\$	314.23
	09/15/2020	Las Vegas Valley Water	Common area Water	\$	300.23
	10/09/2020	Las Vegas Valley Water	Common area Water	\$	352.46
	11/09/2020	Las Vegas Valley Water	Common area Water	\$	265.95
	12/07/2020	Las Vegas Valley Water	Common area Water	\$	251.49
			<b>Total Water</b>	<b>\$</b>	<b>4,029.58</b>
<b>Power</b>	10/02/2019	NV Energy	Common area lights	\$	53.44
	10/30/2019	NV Energy	Common area lights	\$	51.59
	11/29/2019	NV Energy	Common area lights	\$	53.34
	12/31/2019	NV Energy	Common area lights	\$	57.09
	02/03/2020	NV Energy	Common area lights	\$	56.11
	03/03/2020	NV Energy	Common area lights	\$	52.61
	04/01/2020	NV Energy	Common area lights	\$	53.90
	05/01/2020	NV Energy	Common area lights	\$	50.82
	06/02/2020	NV Energy	Common area lights	\$	49.74
	07/02/2020	NV Energy	Common area lights	\$	47.65
	07/31/2020	NV Energy	Common area lights	\$	46.49
	09/01/2020	NV Energy	Common area lights	\$	48.32
	10/01/2020	NV Energy	Common area lights	\$	47.93
	12/02/2020	NV Energy	Common area lights	\$	41.25
			<b>Total Power</b>	<b>\$</b>	<b>710.28</b>
<b>Trash</b>	10/20/2019	Republic Services	Trash 3 months	\$	1,456.17
	10/20/2019	Republic Services	extra pickups	\$	115.71
	12/20/2019	Republic Services	extra pickups	\$	38.57
	01/21/2020	Republic Services	Trash 3 months	\$	1,533.31
	03/20/2020	Republic Services	extra pickups	\$	38.57
	04/21/2020	Republic Services	Trash 3 months	\$	1,456.17
	07/23/2020	Republic Services	Trash 3 months	\$	1,482.54
	09/20/2020	Republic Services	extra pickups	\$	39.27
	10/20/2020	Republic Services	Trash 3 months	\$	1,482.54
			<b>Total Trash</b>	<b>\$</b>	<b>7,642.85</b>
<b>Accounting Fees</b>	10/15/2019	Bookkeeping Services	10/1-2019 - 12/31/20	\$	5,404.00
<b>Property Management Fees</b>		Lindell Property Mgmt Fees	1/1/2018 - 12/31/2018	\$	5,630.00
		Lindell Property Mgmt Fees	1/1/2019-12/31/2019	\$	11,204.00
		Lindell Property Mgmt Fees	1/1/2020 -12/31/2020	\$	11,735.00
			<b>Total Property Mgmt Fees</b>	<b>\$</b>	<b>28,569.00</b>
			<b>Total Property Expenses</b>	<b>\$</b>	<b>79,058.86</b>

**3611 LINDELL ROAD  
RENTAL INCOME  
OCTOBER 1, 2019 - DECEMBER 31, 2020**

Date	Unit Number	Rent Paid
10/03/2019	Unit #106	\$ 567.50
10/03/2019	Unit #107	\$ 1,292.00
10/03/2019	Unit #108	\$ 2,565.00
10/08/2019	Unit #101	\$ 1,496.25
10/08/2019	Unit #102	\$ 654.50
11/06/2019	Unit #101 & #102	\$ 2,150.75
11/06/2019	Unit #106	\$ 567.50
11/06/2019	Unit #107	\$ 1,292.00
11/06/2019	Unit #108	\$ 2,565.00
12/01/2019	Unit #101 & #102	\$ 2,150.75
12/01/2019	Unit #107	\$ 1,292.00
12/01/2019	Unit #108	\$ 2,565.00
01/02/2020	Unit #101 & #102	\$ 2,150.75
01/02/2020	Unit #106 December Rent /Late Fee	\$ 681.00
01/02/2020	Unit #106 January	\$ 567.50
01/02/2020	Unit #107	\$ 1,292.00
01/02/2020	Unit #108	\$ 2,700.00
02/01/2020	Unit #101 & #102	\$ 2,150.75
02/01/2020	Unit #107	\$ 1,292.00
02/01/2020	Unit #108	\$ 2,700.00
03/01/2020	Unit #101 & #102	\$ 2,150.75
03/01/2020	Unit #106 February	\$ 567.50
03/01/2020	Unit #107	\$ 1,292.00
03/01/2020	Unit #108	\$ 2,700.00
04/02/2020	Unit #101 & #102	\$ 2,150.75
04/02/2020	Unit #107	\$ 1,292.00
04/02/2020	Unit #108	\$ 2,700.00
04/09/2020	Unit #106 March	\$ 567.50
04/17/2020	Unit #106 April	\$ 567.50
05/01/2020	Unit #101 & #102	\$ 1,935.68
05/06/2020	Unit #107	\$ 1,292.00
05/22/2020	Unit #106	\$ 562.50
05/22/2020	Unit #106 Late Charges Feb-April	\$ 220.00
06/01/2020	Unit #101 & #102	\$ 1,935.68
06/01/2020	Unit #107	\$ 1,292.00
06/02/2020	Unit #108	\$ 2,700.00
06/10/2020	Unit #106	\$ 601.40
06/10/2020	Unit #106 late charges	\$ 90.00
07/01/2020	Unit #101 & #102	\$ 1,935.68
07/01/2020	Unit #107	\$ 1,292.00

07/01/2020	Unit #108	\$	2,700.00
07/07/2020	Unit #106	\$	601.40
08/01/2020	Unit #101 & #102	\$	1,935.68
08/05/2020	Unit #106	\$	601.40
08/05/2020	Unit #107	\$	1,292.00
08/05/2020	Unit #108	\$	2,700.00
09/01/2020	Unit #101 & #102	\$	1,935.68
09/01/2020	Unit #107	\$	1,292.00
09/01/2020	Unit #108	\$	2,700.00
09/14/2020	Unit #106	\$	601.40
10/01/2020	Unit #101 & #102	\$	1,935.68
10/01/2020	Unit #106	\$	601.40
10/01/2020	Unit #107	\$	1,292.00
10/01/2020	Unit #108	\$	2,700.00
11/01/2020	Unit #101 & #102	\$	1,935.68
11/19/2020	Unit #106	\$	601.40
11/19/2020	Unit #107	\$	1,368.00
11/19/2020	Unit #107 balance due 1/1-10/31	\$	760.00
11/19/2020	Unit #108	\$	2,700.00
12/01/2020	Unit #101 & #102	\$	1,935.64
12/01/2020	Unit #106	\$	601.40
12/01/2020	Unit #107	\$	1,368.00
12/01/2020	Unit #108	\$	2,700.00
	<b>Total Rental Income Lindell</b>	<b>\$</b>	<b>97,395.95</b>

**Exhibit “G”**

**Exhibit “G”**

**Exhibit “G”**

1 **DISC**  
2 **THE DICKERSON KARACSONYI LAW GROUP**  
3 **ROBERT P. DICKERSON, ESQ.**  
4 Nevada Bar No. 000945  
5 **JOSEF M. KARACSONYI, ESQ.**  
6 Nevada Bar No. 010634  
7 **YASNAI C. RODRIGUEZ-ZAMAN, ESQ.**  
8 Nevada Bar No. 014605  
9 1745 Village Center Circle  
10 Las Vegas, Nevada 89134  
11 Telephone: (702) 388-8600  
12 Facsimile: (702) 388-0210  
13 Email: info@thedklawgroup.com

14 Attorneys for Lynita Sue Nelson

15 **EIGHTH JUDICIAL DISTRICT COURT**  
16 **FAMILY DIVISION**

17 **CLARK COUNTY, NEVADA**

18 **ERIC L. NELSON,**

19 Plaintiff/Counterdefendant,

20 v.

21 **LYNITA SUE NELSON,**  
22 **MATT KLABACKA,**  
23 as Distribution Trustee of the  
24 **ERIC L. NELSON NEVADA TRUST**  
25 dated May 30, 2001,

26 Defendants/Counterclaimants.

27 **MATT KLABACKA, as Distribution**  
28 **Trustee of the ERIC L. NELSON**  
**NEVADA TRUST dated**  
**May 30, 2001,**

Crossclaimant,

v.

**LYNITA SUE NELSON, Individually**  
**and as Investment Trustee of the LSN**  
**NEVADA TRUST, dated**  
**May 30, 2011, and ERIC NELSON,**

Cross-Defendants.

CASE NO. D-09-411537-D  
DEPT NO. O



1 DEFENDANT, LYNITA SUE NELSON'S, TENTH POST APPEAL  
2 DISCLOSURE OF DOCUMENTS

3 TO: ERIC L. NELSON, Plaintiff;

4 TO: MICHELLE HAUSER, ESQ., of DAWNSON & LORDAHL, PLLC,  
Attorney for Plaintiff, ERIC L. NELSON;

5 TO: MATT KLABACKA, as Distribution Trustee of the ERIC L.  
NELSON NEVADA TRUST dated May 30, 2001, Defendant; and

6 TO: JEFFREY P. LUSZECK, ESQ., of SOLOMON DWIGGINS &  
7 FREER, LTD., Attorney for Defendant, MATT KLABACKA, as  
Distribution Trustee of the ERIC L. NELSON NEVADA TRUST  
8 dated May 30, 2001:

9 COMES NOW the Defendant and Cross-Defendant, LYNITA SUE  
10 NELSON ("Lynita"), by and through her attorneys, ROBERT P.  
11 DICKERSON, ESQ., JOSEF M. KARACSONYI, ESQ., and YASNAI C.  
12 RODRIGUEZ-ZAMAN, ESQ., of THE DICKERSON KARACSONYI  
13 LAW GROUP, and hereby submits the following documents to all parties  
14 of record:

15 1. Lindell Office Property Expenses for the period January 1,  
16 2021 through February 28, 2021, Bates No. LSN000599.

17 2. Lindell Office Rental Income for the period January 1, 2021  
18 through February 28, 2021, Bates No. LSN000600.

19 DATED this 1st day of March, 2021.

20 THE DICKERSON KARACSONYI  
LAW GROUP

21 

22  
23 JOSEF M. KARACSONYI, ESQ.  
Nevada Bar No. 010634  
24 YASNAI RODRIGUEZ-ZAMAN, ESQ.  
Nevada Bar No. 014605  
25 1745 Village Center Circle  
Las Vegas, Nevada 89134  
26 Attorneys for Lynita Sue Nelson  
27  
28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of THE  
3 DICKERSON KARACSONYI LAW GROUP, and that on this 1st day  
4 of March, 2021, I caused the above foregoing document entitled,  
5 **DEFENDANT, LYNITA SUE NELSON'S, TENTH POST APPEAL**  
6 **DISCLOSURE OF DOCUMENTS**, to be served as follows:

- 7 [X] pursuant to NEFCR 9, NRCP 5(b)(2)(E) and Administrative  
8 Order 14-2 captioned "In the Administrative Matter of  
9 Mandatory Electronic Service in the Eighth Judicial District  
10 Court," by mandatory electronic service through the Eighth  
11 Judicial District Court's electronic filing system;  
12 [ ] pursuant to NRCP 5(b)(2)(c), by placing same to be deposited  
13 for mailing in the United States Mail, in a sealed envelope  
14 upon which first class postage was prepaid in Las Vegas,  
15 Nevada;  
16 [ ] pursuant to NRCP 5(b)(2)(F), to be sent via facsimile, by duly  
17 executed consent for service by electronic means;  
18 [ ] pursuant to NRCP 5(b)(2)(A), by hand-delivery with signed  
19 Receipt of Copy.

20 To the attorney(s) and/or parties listed below at the address, email  
21 address, and/or facsimile number indicated below:

22 MARK A. SOLOMON, ESQ.  
23 JEFFREY P. LUSZECK, ESQ.  
24 SOLOMON DWIGGINS & FREER, LTD.  
25 9060 West Cheyenne Avenue  
26 Las Vegas, Nevada 89129  
27 msolomon@sdfnlaw.com  
28 jluszeck@sdfnlaw.com

Attorneys for Matt Klabacka, Distribution Trustee of the ELN Trust

MICHELLE HAUSER, ESQ.  
DAWSON LORDAHL, PLLC  
8925 West Post Road, Suite 210  
Las Vegas, Nevada 89148  
Mhauser@dlnevadalaw.com  
Attorney for Eric L. Nelson

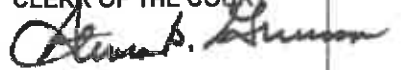


An employee of The Dickerson Karacsonyi Law Group

3611 LINDELL		PROPERTY EXPENSES		
		January 1 - February 28, 2021		
	DATE	VENDOR NAME	DESCRIPTION	AMOUNT PAID
Property Insurance	1/6/21	Allstate Insurance	12/4/20-12/4/2021	\$ 529.08
Property Insurance	2/5/21	Allstate Insurance	12/4/20-12/4/2021	\$ 529.08
				<u>\$ 1,058.16</u>
Repairs and Maintenance	1/12/21	Randy Scott	common area maintenance	\$ 432.00
	2/13/21	Mario Cueller	Landscape irrigation new solenoid	\$ 250.00
	2/24/21	Dan Bradley Glass	Repair Glass Door #107	\$ 295.00
	2/26/2021	Randy Scott	common area maintenance	\$ 141.60
				<u>\$ 1,118.60</u>
Utilities	2/11/21	Clark county Reclamation	7/1/20-6/30/21 Paid in full Sewer	\$ 1,268.35
				<u>\$ 1,268.35</u>
	1/11/21	Las Vegas Valley Water	11/6-12/8/20	\$ 1,115.28
	2/8/21	Las Vegas Valley Water	12/9/20-1/7/21	\$ 987.76
				<u>\$ 2,103.04</u>
	1/4/21	NV Energy	Common area lights	\$ 53.13
	2/2/21	NV Energy	Common area lights	\$ 51.71
				<u>\$ 104.84</u>
	1/29/21	Republic Services	Trash 1/1 -3/31/2021	\$ 1,446.84
	1/29/21	Republic Services	Extra pickup	\$ 35.70
				<u>\$ 1,482.54</u>
Accounting	1/14/2021	Bookkeeping Services	Bookkeeping December 2020	\$ 360.00
	2/15/21	Bookkeeping Services	Bookkeeping January	\$ 360.00
	2/25/21	Bookkeeping Services	Bookkeeping February	\$ 480.00
				<u>\$ 1,200.00</u>
Property Management Fees	1/20/2021	Lindell PM Fees	January	\$ 1,277.00
	2/20/2021	Lindell PM Fees	February	\$ 882.00
				<u>\$ 2,159.00</u>
			Total Property Expenses	<u>\$ 10,494.53</u>

3611 Lindell Rental Income  
January 1 - February 28, 2021

	Date	Memo	Amount
<b>Rental Income Lindell</b>			
	01/14/2021	Unit #107	1,368.00
	01/14/2021	Unit #101	1,442.50
	01/14/2021	Unit #108	2,400.00
	01/14/2021	Unit #106	601.40
	01/29/2021	Unit #108 May 2020	2,700.00
	02/06/2021	Unit #107	1,317.00
	02/06/2021	Unit #108	2,400.00
	02/09/2021	Unit #106	601.40
	02/09/2021	Unit #101	1,442.50
	02/09/2021	Unit #108 Balance Jan Feb	117.60
<b>Total Rental Income Lindell</b>			<b>14,390.40</b>
			<b>14,390.40</b>



EXHS  
THE DICKERSON KARACSONYI LAW GROUP  
ROBERT P. DICKERSON, ESQ.  
Nevada Bar No. 000945  
JOSEF M. KARACSONYI, ESQ.  
Nevada Bar No. 010634  
NATALIE E. KARACSONYI, ESQ.  
Nevada Bar No. 010579  
1645 Village Center Circle, Suite 291  
Las Vegas, Nevada 89134  
Telephone: (702) 388-8600  
Facsimile: (702) 388-0210  
Email: [info@thedklawgroup.com](mailto:info@thedklawgroup.com)  
Attorneys for Lynita S. Nelson

EIGHTH JUDICIAL DISTRICT COURT  
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff/Counterdefendant,

v.

LYNITA SUE NELSON, MATT  
KLABACKA, as Distribution Trustee  
of the ERIC L. NELSON NEVADA  
TRUST dated May 30, 2001,

Defendants/Counterclaimants.

MATT KLABACKA, as Distribution  
Trustee of the ERIC L. NELSON  
NEVADA TRUST dated May 30,  
2001,

Crossclaimant,

v.

LYNITA SUE NELSON, Individually  
and as Investment Trustee of the LSN  
NEVADA TRUST, dated May 30,  
2001, and ERIC NELSON,  
Individually and as Investment  
Trustee of the ERIC L. NELSON  
NEVADA TRUST dated May 30,  
2001,

Cross-Defendants.

CASE NO.: D-09-411537-D  
DEPT NO.: O

AA3079

1                    APPENDIX OF EXHIBITS IN SUPPORT OF  
2                    DEFENDANT/CROSS-DEFENDANT, LYNITA S. NELSON'S,  
3                    OPPOSITION TO MOTION FOR IMMEDIATE PAYMENT OF  
4                    FUNDS BELONGING TO ELN TRUST AND COUNTERMOTION  
5                    FOR FINAL DETERMINATION OF ALIMONY ISSUE, AND  
6                    PAYMENT OF MONIES OWED BY ELN TRUST TO LSN TRUST

7                    PART THREE

8                    COMES NOW, Defendant/Cross-Defendant, LYNITA SUE  
9                    NELSON ("Lynita"), Individually and as Investment Trustee of the LSN  
10                    NEVADA TRUST, dated May 30, 2001, by and through her attorneys,  
11                    ROBERT P. DICKERSON, ESQ., JOSEF M. KARACSONYI, ESQ., and  
12                    NATALIE E. KARACSONYI, ESQ., of THE DICKERSON KARACSONYI  
13                    LAW GROUP, and does hereby submit her Appendix of Exhibits in  
14                    Support of Defendant/Cross-Defendant, Lynita S. Nelson's, Opposition to  
15                    Motion for Immediate Payment of Funds Belonging to ELN Trust and  
16                    Countermotion for Final Determination of Alimony Issue, and Payment of  
17                    Monies Owed by ELN Trust to LSN Trust.

18                    DATED this 22<sup>nd</sup> day of March, 2023.

19                    THE DICKERSON KARACSONYI  
20                    LAW GROUP

21                    By /s/ Josef Karacsonyi  
22                    ROBERT P. DICKERSON, ESQ.  
23                    Nevada Bar No. 000945  
24                    JOSEF M. KARACSONYI, ESQ.  
25                    Nevada Bar No. 010634  
26                    NATALIE E. KARACSONYI, ESQ.  
27                    Nevada Bar No. 010579  
28                    1645 Village Center Circle, Suite 291  
                     Las Vegas, Nevada 89134  
                     Attorneys for Lynita S. Nelson

PART ONE	
<u>Title/Description of Document</u>	<u>Exhibit</u>
Defendant, Lynita Sue Nelson's, Fourth Post Appeal Disclosure of Documents	A
Defendant, Lynita Sue Nelson's, Fifth Post Appeal Disclosure of Documents	B
Defendant, Lynita Sue Nelson's, Sixth Post Appeal Disclosure of Documents	C
Defendant, Lynita Sue Nelson's, Seventh Post Appeal Disclosure of Documents	D
Defendant, Lynita Sue Nelson's, Eighth Post Appeal Disclosure of Documents	E
PART TWO	
Defendant, Lynita Sue Nelson's, Ninth Post Appeal Disclosure of Documents	F
Defendant, Lynita Sue Nelson's, Tenth Post Appeal Disclosure of Documents	G
PART THREE	
Defendant, Lynita Sue Nelson's, Eleventh Post Appeal Disclosure of Documents	H
Profit and Loss for Banone Properties from January 1, 2014, to August 6, 2018	I
Ledger from McGarey Campa Group showing rents unpaid by ELN Trust between January 1, 2021, through March 1, 2023	J
General Ledger - Lindell Office Elevator Maintenance and Expenses between January 2022 and March 2023	K
Ledger showing impact of ELN Trust's failure to pay rent	L

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of THE  
3 DICKERSON KARACSONYI LAW GROUP, and that on this 22<sup>nd</sup> day of  
4 March, 2023, I caused the above and foregoing document entitled  
5 APPENDIX OF EXHIBITS IN SUPPORT OF DEFENDANT/CROSS-  
6 DEFENDANT, LYNITA S. NELSON'S, OPPOSITION TO MOTION  
7 FOR IMMEDIATE PAYMENT OF FUNDS BELONGING TO ELN  
8 TRUST AND COUNTERMOTION FOR FINAL DETERMINATION OF  
9 ALIMONY ISSUE, AND PAYMENT OF MONIES OWED BY ELN  
10 TRUST TO LSN TRUST, to be served as follows:

- 11 ☒ by mandatory electronic service through the Eighth Judicial  
12 District Court's electronic filing system;  
13 ☐ by placing same to be deposited for mailing in the United  
14 States Mail, in a sealed envelope upon which first class postage  
15 was prepaid in Las Vegas, Nevada;  
16 ☐ to be sent via facsimile, by duly executed consent for service by  
17 electronic means;  
18 ☐ by hand-delivery with signed Receipt of Copy.

17 To the person(s) and/or attorney(s) listed below at the address, email  
18 address, and/or facsimile number indicated below:

19 MICHELLE HAUSER, ESQ.  
20 JONES & LOBELLO  
21 9950 W. Flamingo Road, Suite 100  
22 Las Vegas, Nevada 89147  
23 hauser@joneslobello.com  
24 Attorneys for Plaintiff, Eric L. Nelson

22 MICHAEL P. CARMAN, ESQ.  
23 CARMAN & PRICE  
24 8965 S. Pecos Rd., Suite 9  
25 Henderson, Nevada 89047  
26 mike@nvfamilylaw.com  
27 Attorneys for Plaintiff, Eric L. Nelson

26 \* \* \*

27 \* \* \*

28 \* \* \*



1 JEFFREY P. LUSZECK, ESQ.  
2 SOLOMON, DWIGGINS, FREER & STEADMAN, LTD.  
3 9060 W. Cheyenne Avenue  
4 Las Vegas, Nevada 89129  
5 jluszeck@sdfnvlaw.com  
6 Attorneys for MATT KLABACKA, as Distribution Trustee of the ERIC L.  
7 NELSON NEVADA TRUST dated May 30, 2001

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/s/ Josef Karacsonyi  
An employee of The Dickerson Karacsonyi Law Group

**Exhibit “H”**

**Exhibit “H”**

**Exhibit “H”**

1 **DISC**

2 **THE DICKERSON KARACSONYI LAW GROUP**

3 **ROBERT P. DICKERSON, ESQ.**

4 Nevada Bar No. 000945

5 **JOSEF M. KARACSONYI, ESQ.**

6 Nevada Bar No. 010634

7 **YASNAI C. RODRIGUEZ-ZAMAN, ESQ.**

8 Nevada Bar No. 014605

9 1745 Village Center Circle

10 Las Vegas, Nevada 89134

11 Telephone: (702) 388-8600

12 Facsimile: (702) 388-0210

13 Email: info@thedklawgroup.com

14 Attorneys for Lynita Sue Nelson

15 **EIGHTH JUDICIAL DISTRICT COURT**  
16 **FAMILY DIVISION**

17 **CLARK COUNTY, NEVADA**

18 **ERIC L. NELSON,**

19 Plaintiff/Counterdefendant,

20 v.

21 **LYNITA SUE NELSON,**

22 **MATT KLABACKA,**

23 as Distribution Trustee of the

24 **ERIC L. NELSON NEVADA TRUST**

25 dated May 30, 2001,

26 Defendants/Counterclaimants.

27 **MATT KLABACKA, as Distribution**

28 Trustee of the ERIC L. NELSON

NEVADA TRUST dated

May 30, 2001,

Crossclaimant,

v.

**LYNITA SUE NELSON, Individually**

**and as Investment Trustee of the LSN**

**NEVADA TRUST, dated**

**May 30, 2011, and ERIC NELSON,**

Cross-Defendants.

CASE NO. D-09-411537-D  
DEPT NO. O

1                    DEFENDANT, LYNITA SUE NELSON'S, ELEVENTH POST  
2                    APPEAL DISCLOSURE OF DOCUMENTS

3 TO: ERIC L. NELSON, Plaintiff;

4 TO: MICHELLE HAUSER, ESQ., of DAWNSON & LORDAHL, PLLC,  
Attorney for Plaintiff, ERIC L. NELSON;

5 TO: MATT KLABACKA, as Distribution Trustee of the ERIC L.  
NELSON NEVADA TRUST dated May 30, 2001, Defendant; and

6 TO: JEFFREY P. LUSZECK, ESQ., of SOLOMON DWIGGINS &  
7 FREER, LTD., Attorney for Defendant, MATT KLABACKA, as  
Distribution Trustee of the ERIC L. NELSON NEVADA TRUST  
8 dated May 30, 2001:

9 COMES NOW the Defendant and Cross-Defendant, LYNITA SUE  
10 NELSON ("Lynita"), by and through her attorneys, ROBERT P.  
11 DICKERSON, ESQ., JOSEF M. KARACSONYI, ESQ., and YASNAI C.  
12 RODRIGUEZ-ZAMAN, ESQ., of THE DICKERSON KARACSONYI  
13 LAW GROUP, and hereby submits the following documents to all parties  
14 of record:

15            1. Republic Services Monthly Billing Statements for Lindell Office  
16 Property for the period August 30, 2019 through December 31, 2020,  
17 Bates Nos. LSN000601-LSN000618.

18            2. NV Energy Monthly Billing Statements for Lindell Office  
19 Property for the period October 6, 2019 through March 9, 2021, Bates  
20 Nos. LSN000619-LSN000650.

21            3. Las Vegas Valley Water District Monthly Billing Statements  
22 for Lindell Office Property for the period February 6, 2020 through  
23 February 8, 2021, Bates Nos. LSN000651-LSN000674.

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1           4.     Vendor Invoices and Receipts for Lindell Office Property for  
2 the period October 1, 2019 through February 28, 2021, Bates Nos.  
3 LSN000675-LSN000696.

4           DATED this 2nd day of April, 2021.

5                           THE DICKERSON KARACSONYI  
6                           LAW GROUP

7                           

8                           JOSEF M. KARACSONYI, ESQ.  
9                           Nevada Bar No. 010634  
10                          YASNAI RODRIGUEZ-ZAMAN, ESQ.  
11                          Nevada Bar No. 014605  
12                          1745 Village Center Circle  
13                          Las Vegas, Nevada 89134  
14                          Attorneys for Lynita Sue Nelson  
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1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of THE  
3 DICKERSON KARACSONYI LAW GROUP, and that on this 2nd day  
4 of April, 2021, I caused the above foregoing document entitled,  
5 DEFENDANT, LYNITA SUE NELSON'S, ELEVENTH POST APPEAL  
6 DISCLOSURE OF DOCUMENTS, to be served as follows:

- 7 [X] pursuant to NEFCR 9, NRCP 5(b)(2)(E) and Administrative  
8 Order 14-2 captioned "In the Administrative Matter of  
9 Mandatory Electronic Service in the Eighth Judicial District  
10 Court," by mandatory electronic service through the Eighth  
11 Judicial District Court's electronic filing system;  
12 [ ] pursuant to NRCP 5(b)(2)(c), by placing same to be deposited  
13 for mailing in the United States Mail, in a sealed envelope  
14 upon which first class postage was prepaid in Las Vegas,  
15 Nevada;  
16 [ ] pursuant to NRCP 5(b)(2)(F), to be sent via facsimile, by duly  
17 executed consent for service by electronic means;  
18 [ ] pursuant to NRCP 5(b)(2)(A), by hand-delivery with signed  
19 Receipt of Copy.

20 To the attorney(s) and/or parties listed below at the address, email  
21 address, and/or facsimile number indicated below:

22 MARK A. SOLOMON, ESQ.  
23 JEFFREY P. LUSZECK, ESQ.  
24 SOLOMON DWIGGINS & FREER, LTD.  
25 9060 West Cheyenne Avenue  
26 Las Vegas, Nevada 89129  
27 msolomon@sdfnvlaw.com  
28 jluszeck@sdfnvlaw.com

Attorneys for Matt Klabacka, Distribution Trustee of the ELN Trust

MICHELLE HAUSER, ESQ.  
DAWSON LORDAHL, PLLC  
8925 West Post Road, Suite 210  
Las Vegas, Nevada 89148  
Mhauser@dlnevadalaw.com  
Attorney for Eric L. Nelson



An employee of The Dickerson Karacsonyi Law Group



**REPUBLIC**  
SERVICES

770 E. Sahara Ave.  
Las Vegas NV 89104-2943

Customer Service (702) 735-5151  
RepublicServices.com/Support

Account Number 3-0620-2705656  
Invoice Number 0620-029479140  
Invoice Date September 30, 2019  
Previous Balance \$76.22  
Payments/Adjustments -\$76.22  
Current Invoice Charges \$1,571.88

<b>Total Amount Due</b> \$1,571.88	<b>Payment Due Date</b> October 20, 2019
---------------------------------------	---

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 08/20	1	-\$76.22

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
<b>Lynita Nelson - Lsn Trust 3611 Lindell Rd Las Vegas, NV Contract: 9620002 (C4)</b>				
Waste/Recycling Overage 08/30		1.0000		\$38.57
Overload Charge				
Waste/Recycling Overage 09/11		1.0000		\$38.57
Overload Charge				
Waste/Recycling Overage 09/13		1.0000		\$38.57
Overload Charge				
Tax 10/01-12/31			\$0.27	\$0.27
Current Service/Rent 10/01-12/31				\$1,455.90
<b>CURRENT INVOICE CHARGES</b>				<b>\$1,571.88</b>



## Electronics Recycling with BlueGuard™

Convenient recycling solutions that are safe for your business and good for our planet. To learn more, visit [RepublicServices.com/Electronics](http://RepublicServices.com/Electronics)



**REPUBLIC**  
SERVICES

770 E. Sahara Ave.  
Las Vegas NV 89104-2943

Thank You For Choosing Paperless

**Total Enclosed**

Address Service Requested

LYNITA NELSON - LSN TRUST  
10170 W TROPICANA AVE  
STE 156-164  
LAS VEGAS NV 89147-8465

<b>Total Amount Due</b>	<b>\$1,571.88</b>
<b>Payment Due Date</b>	<b>October 20, 2019</b>
<b>Account Number</b>	<b>3-0620-2705656</b>
<b>Invoice Number</b>	<b>0620-029479140</b>

For Billing Address Changes  
Check Box and Complete Reverse.

Make Checks Payable To:

REPUBLIC SERVICES #620  
P.O. BOX 78829  
PHOENIX AZ 85062-8829

30620270565600000294791400001571880001571880

**AA3089**  
**LSN000601**



#### UNDERSTANDING YOUR BILL

Visit [RepublicServices.com/MyBill](http://RepublicServices.com/MyBill)

#### Check Processing

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

#### Cancellation & Payment Policy

Unless prohibited by applicable law, regulation, or franchise or other agreement; (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

#### Fuel, Environmental & Admin Fee Explanations

Visit [RepublicServices.com/Fees](http://RepublicServices.com/Fees)

CURRENT INVOICE CHARGES will be considered delinquent and a late fee will be assessed if not paid by the end of the month following the invoice date. All PAST DUE BALANCES are due immediately to avoid additional late fees and collection fees being assessed to your account.

#### PLEASE VISIT OUR WEB SITE AT:

[RepublicServicesVegas.com](http://RepublicServicesVegas.com)

#### FOR ADDITIONAL INFORMATION ON:

DROP OFF LOCATIONS AND HOURS OF OPERATION  
TO ORDER A ROLLOFF CONTAINER FOR CLEANUPS  
COMMERCIAL RECYCLING SERVICES  
ELECTRONIC WASTE RECYCLING

#### ALSO, FOR YOUR CONVENIENCE, YOU CAN E-MAIL US AT:

[RSSNCustomerService@RepSrv.com](mailto:RSSNCustomerService@RepSrv.com)

WE WILL RESPOND WITHIN 24 BUSINESS HOURS

Please fill out the form below if your billing address has changed and return this portion of your statement to us using the envelope enclosed. Thank you!

#### BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	

AA3090  
LSN000602





**REPUBLIC**  
SERVICES

770 E. Sahara Ave.  
Las Vegas NV 89104-2943

**Customer Service** (702) 735-5151  
RepublicServices.com/Support

**Account Number** 3-0620-2705656  
**Invoice Number** 0620-029943307  
**Invoice Date** November 30, 2019  
**Previous Balance** \$22.14  
**Payments/Adjustments** -\$22.14  
**Current Invoice Charges** \$38.57

<b>Total Amount Due</b> \$38.57	<b>Payment Due Date</b> December 20, 2019
------------------------------------	--

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 11/20	1	-\$22.14

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
Lynita Nelson - Lsn Trust 3611 Lindell Rd Las Vegas, NV Contract: 9620002 (C4) Waste/Recycling Overage 10/28 Overload Charge		1.0000		\$38.57
<b>CURRENT INVOICE CHARGES</b>				<b>\$38.57</b>

Electronics Recycling with BlueGuard™

BlueGuard™ recycling solutions that are safe for your business and good for the planet. To learn more, visit RepublicServices.com/Electronics



**REPUBLIC**  
SERVICES

770 E. Sahara Ave.  
Las Vegas NV 89104-2943

Thank You For Choosing Paperless

**Total Enclosed**

Address Service Requested

LYNITA NELSON - LSN TRUST  
10170 W TROPICANA AVE  
STE 156-164  
LAS VEGAS NV 89147-8465

<b>Total Amount Due</b>	<b>\$38.57</b>
<b>Payment Due Date</b>	<b>December 20, 2019</b>
<b>Account Number</b>	<b>3-0620-2705656</b>
<b>Invoice Number</b>	<b>0620-029943307</b>



Make Checks Payable To:

REPUBLIC SERVICES #620  
P.O. BOX 78829  
PHOENIX AZ 85062-8829

3062027056560000299433070000038570000038576

**AA3091**  
**LSN000603**



#### UNDERSTANDING YOUR BILL

Visit [RepublicServices.com/MyBill](http://RepublicServices.com/MyBill)

#### Check Processing

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

#### Cancellation & Payment Policy

Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

#### Fuel, Environmental & Admin Fee Explanations

Visit [RepublicServices.com/Fees](http://RepublicServices.com/Fees)

CURRENT INVOICE CHARGES will be considered delinquent and a late fee will be assessed if not paid by the end of the month following the invoice date. All PAST DUE BALANCES are due immediately to avoid additional late fees and collection fees being assessed to your account.

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#### FOR ADDITIONAL INFORMATION ON:

**DROP OFF LOCATIONS AND HOURS OF OPERATION  
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[RSSNCustomerService@RepSrv.com](mailto:RSSNCustomerService@RepSrv.com)

**WE WILL RESPOND WITHIN 24 BUSINESS HOURS**

Please fill out the form below if your billing address has changed and return this portion of your statement to us using the envelope enclosed. Thank you!

#### BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	

**AA3092  
LSN000604**

**REPUBLIC  
SERVICES**770 E. Sahara Ave.  
Las Vegas NV 89104-2943**Customer Service** (702) 735-5151  
RepublicServices.com/Support**Account Number** 3-0620-2705656  
**Invoice Number** 0620-030276100  
**Invoice Date** December 31, 2019  
**Previous Balance** \$38.57  
**Payments/Adjustments** -\$38.57  
**Current Invoice Charges** \$1,533.31

<b>Total Amount Due</b> \$1,533.31	<b>Payment Due Date</b> January 20, 2020
---------------------------------------	---

**PAYMENTS/ADJUSTMENTS**

<u>Description</u>	<u>Reference</u>	<u>Amount</u>
Payment - Thank You 12/20	1	-\$38.57

**CURRENT INVOICE CHARGES**

<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Lynita Nelson - Lsn Trust 3611 Lindell Rd Las Vegas, NV Contract: 9620002 (C4)				
Waste/Recycling Overage 12/06		2.0000		\$77.14
Overload Charge				
Tax 01/01-03/31			\$0.27	\$0.27
Current Service/Rent 01/01-03/31				\$1,455.90
<b>CURRENT INVOICE CHARGES</b>				<b>\$1,533.31</b>

## Electronics Recycling with BlueGuard™

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**Total Enclosed**

Address Service Requested

LYNITA NELSON - LSN TRUST  
10170 W TROPICANA AVE  
STE 156-164  
LAS VEGAS NV 89147-8465

<b>Total Amount Due</b>	<b>\$1,533.31</b>
<b>Payment Due Date</b>	<b>January 20, 2020</b>
<b>Account Number</b>	<b>3-0620-2705656</b>
<b>Invoice Number</b>	<b>0620-030276100</b>

Make Checks Payable To:

REPUBLIC SERVICES #620  
P.O. BOX 78829  
PHOENIX AZ 85062-8829

30620270565600000302761000001533310001533310

**AA3093**  
**LSN000605**



#### UNDERSTANDING YOUR BILL

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#### Check Processing

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#### Cancellation & Payment Policy

Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

#### Fuel, Environmental & Admin Fee Explanations

Visit [RepublicServices.com/Fees](http://RepublicServices.com/Fees)

CURRENT INVOICE CHARGES will be considered delinquent and a late fee will be assessed if not paid by the end of the month following the invoice date. All PAST DUE BALANCES are due immediately to avoid additional late fees and collection fees being assessed to your account.

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#### FOR ADDITIONAL INFORMATION ON:

DROP OFF LOCATIONS AND HOURS OF OPERATION  
TO ORDER A ROLLOFF CONTAINER FOR CLEANUPS  
COMMERCIAL RECYCLING SERVICES  
ELECTRONIC WASTE RECYCLING

#### ALSO, FOR YOUR CONVENIENCE, YOU CAN E-MAIL US AT:

[RSSNCustomerService@RepSrv.com](mailto:RSSNCustomerService@RepSrv.com)

WE WILL RESPOND WITHIN 24 BUSINESS HOURS

Please fill out the form below if your billing address has changed and return this portion of your statement to us using the envelope enclosed. Thank you!

#### BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	

AA3094  
LSN000606



**REPUBLIC  
SERVICES**

770 E. Sahara Ave.  
Las Vegas NV 89104-2943

Customer Service (702) 735-5151  
RepublicServices.com/Support

Account Number **3-0620-2705656**  
Invoice Number **0620-030879467**  
Invoice Date **February 29, 2020**  
Previous Balance **\$1,533.31**  
Payments/Adjustments **-\$1,533.31**  
Current Invoice Charges **\$38.57**

<b>Total Amount Due</b> <b>\$38.57</b>	<b>Payment Due Date</b> <b>March 20, 2020</b>
---	--

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 01/20	1	-\$1,533.31

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
Lynita Nelson - Lsn Trust 3611 Lindell Rd Las Vegas, NV Contract: 9620002 (C4)				
Waste/Recycling Overage 02/05		1.0000		\$38.57
Overload Charge				
<b>CURRENT INVOICE CHARGES</b>				<b>\$38.57</b>

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Address Service Requested

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10170 W TROPICANA AVE  
STE 156-164  
LAS VEGAS NV 89147-8465

<b>Total Amount Due</b>	<b>\$38.57</b>
<b>Payment Due Date</b>	<b>March 20, 2020</b>
<b>Account Number</b>	<b>3-0620-2705656</b>
<b>Invoice Number</b>	<b>0620-030879467</b>

Make Checks Payable To:

REPUBLIC SERVICES #620  
P.O. BOX 78829  
PHOENIX AZ 85062-8829

30620270565600000308794670000038570000038575

**AA3095**  
**LSN000607**



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#### Fuel, Environmental & Admin Fee Explanations

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WE WILL RESPOND WITHIN 24 BUSINESS HOURS

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#### BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	

AA3096  
LSN000608



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SERVICES

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Las Vegas NV 89104-2943

**Customer Service** (702) 735-5151  
RepublicServices.com/Support

**Important Information**

Effective July 1, 2020 Republic Services municipal solid waste collection rates will increase by the CPI percentage in accordance with the franchise agreement.

**Account Number** 3-0620-2705656  
**Invoice Number** 0620-031185362  
**Invoice Date** March 31, 2020  
**Previous Balance** \$38.57  
**Payments/Adjustments** -\$38.57  
**Current Invoice Charges** \$1,456.17

<b>Total Amount Due</b> \$1,456.17	<b>Payment Due Date</b> April 20, 2020
---------------------------------------	---

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 03/20	1	-\$38.57

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
Lynita Nelson - Lsn Trust 3611 Lindell Rd Las Vegas, NV Contract: 9620002 (C4)				
Tax 04/01-06/30			\$0.27	\$0.27
Current Service/Rent 04/01-06/30				\$1,455.90
<b>CURRENT INVOICE CHARGES</b>				<b>\$1,456.17</b>

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Address Service Requested

LYNITA NELSON - LSN TRUST  
10170 W TROPICANA AVE  
STE 156-164  
LAS VEGAS NV 89147-8465

<b>Total Amount Due</b>	<b>\$1,456.17</b>
<b>Payment Due Date</b>	<b>April 20, 2020</b>
<b>Account Number</b>	<b>3-0620-2705656</b>
<b>Invoice Number</b>	<b>0620-031185362</b>

For Best 2 Hour Turnaround

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30620270565600000311853620001456170001456179

**AA3097**  
**LSN000609**



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### Cancellation & Payment Policy

Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

### Fuel, Environmental & Admin Fee Explanations

Visit [RepublicServices.com/Fees](http://RepublicServices.com/Fees)

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WE WILL RESPOND WITHIN 24 BUSINESS HOURS

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Address		
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Phone	Alternate Phone	

AA3098  
LSN000610





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SERVICES

770 E. Sahara Ave.  
Las Vegas NV 89104-2943

**Customer Service** (702) 735-5151  
RepublicServices.com/Support

**Important Information**

Effective July 1, 2020 Republic Services municipal solid waste collection rates will increase by the CPI percentage in accordance with the franchise agreement.

**Account Number** 3-0620-2705656  
**Invoice Number** 0620-031846398  
**Invoice Date** June 30, 2020  
**Previous Balance** \$1,456.17  
**Payments/Adjustments** -\$1,456.17  
**Current Invoice Charges** \$1,482.54

<b>Total Amount Due</b> \$1,482.54	<b>Payment Due Date</b> July 20, 2020
---------------------------------------	--

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 04/20	1	-\$1,456.17

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
Lynita Nelson - Lsn Trust 3611 Lindell Rd Las Vegas, NV Contract: 9620002 (C4) Tax 07/01-09/30			\$0.27	\$0.27
Current Service/Rent 07/01-09/30				\$1,482.27
<b>CURRENT INVOICE CHARGES</b>				<b>\$1,482.54</b>

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Address Service Requested

LYNITA NELSON - LSN TRUST  
10170 W TROPICANA AVE  
STE 156-164  
LAS VEGAS NV 89147-8465

<b>Total Amount Due</b>	<b>\$1,482.54</b>
<b>Payment Due Date</b>	<b>July 20, 2020</b>
<b>Account Number</b>	<b>3-0620-2705656</b>
<b>Invoice Number</b>	<b>0620-031846398</b>

Make Checks Payable To:

REPUBLIC SERVICES #620  
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PHOENIX AZ 85062-8829

30620270565600000318463980001482540001482545

**AA3099**  
LSN000611



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### Cancellation & Payment Policy

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### Fuel, Environmental & Admin Fee Explanations

Visit [RepublicServices.com/Fees](http://RepublicServices.com/Fees)

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ELECTRONIC WASTE RECYCLING

## IMPORTANT INFORMATION

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### BILLING ADDRESS CHANGE

Address		
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Phone	Alternate Phone	

AA3100  
LSN000612



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SERVICES

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Las Vegas NV 89104-2943

**Customer Service** (702) 735-5151  
RepublicServices.com/Support

**Important Information**

Effective 08/03/2020, our customer payment window hours are changing to 9am-5pm, Monday-Friday.

**Account Number** 3-0620-2705656  
**Invoice Number** 0620-032425319  
**Invoice Date** August 31, 2020  
**Previous Balance** \$1,482.54  
**Payments/Adjustments** -\$1,482.54  
**Current Invoice Charges** \$39.27

<b>Total Amount Due</b> \$39.27	<b>Payment Due Date</b> September 20, 2020
------------------------------------	---

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 07/23	1	-\$1,482.54

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
Lynita Nelson - Lsn Trust 3611 Lindell Rd Las Vegas, NV Contract: 9620002 (C4) Waste/Recycling Overage 08/07 Overload Charge		1.0000		\$39.27
<b>CURRENT INVOICE CHARGES</b>				<b>\$39.27</b>

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Address Service Requested

LYNITA NELSON - LSN TRUST  
10170 W TROPICANA AVE  
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LAS VEGAS NV 89147-8465

<b>Total Amount Due</b>	<b>\$39.27</b>
<b>Payment Due Date</b>	<b>September 20, 2020</b>
<b>Account Number</b>	<b>3-0620-2705656</b>
<b>Invoice Number</b>	<b>0620-032425319</b>

Make Checks Payable To:

REPUBLIC SERVICES #620  
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PHOENIX AZ 85062-8829

30620270565600000324253190000039270000039272

**AA3101**  
**LSN000613**



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**Cancellation & Payment Policy**

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**Fuel, Environmental & Admin Fee Explanations**

Visit [RepublicServices.com/Fees](http://RepublicServices.com/Fees)

CURRENT INVOICE CHARGES will be considered delinquent and a late fee will be assessed if not paid by the end of the month following the invoice date. All PAST DUE BALANCES are due immediately to avoid additional late fees and collection fees being assessed to your account.

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COMMERCIAL RECYCLING SERVICES  
ELECTRONIC WASTE RECYCLING**

**IMPORTANT  
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**BILLING ADDRESS CHANGE**

Address		
City	State	Zip Code
Phone	Alternate Phone	

**AA3102**  
**LSN000614**



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Las Vegas NV 89104-2943

**Customer Service** (702) 735-5151  
RepublicServices.com/Support

**Important Information**

Effective 08/03/2020, our customer payment window hours are changing to 9am-5pm, Monday-Friday.

**Account Number** 3-0620-2705656  
**Invoice Number** 0620-032762508  
**Invoice Date** September 30, 2020  
**Previous Balance** \$39.27  
**Payments/Adjustments** -\$75.15  
**Current Invoice Charges** \$1,482.54

<b>Total Amount Due</b> \$1,446.66	<b>Payment Due Date</b> October 20, 2020
---------------------------------------	---

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 09/21	1	-\$39.27
Inv# 032443032 Dated 09/11/20		-\$35.88
For Site 00001 Service Group 02		
Re: Pickup Service		

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
Lynita Nelson - Lsn Trust 3611 Lindell Rd				
Las Vegas, NV Contract: 9620002 (C4)				
Tax 10/01-12/31			\$0.27	\$0.27
Current Service/Rent 10/01-12/31				\$1,482.27
<b>CURRENT INVOICE CHARGES</b>				<b>\$1,482.54</b>

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RepublicServices.com/mysite



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Address Service Requested

LYNITA NELSON - LSN TRUST  
10170 W TROPICANA AVE  
STE 156-164  
LAS VEGAS NV 89147-8465

<b>Total Amount Due</b>	<b>\$1,446.66</b>
<b>Payment Due Date</b>	<b>October 20, 2020</b>
<b>Account Number</b>	<b>3-0620-2705656</b>
<b>Invoice Number</b>	<b>0620-032762508</b>

or Billing Address (optional)  
Check Here and you will receive

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30620270565600000327625080001482540001446661

**AA3103**  
**LSN000615**



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### Understanding Our Rates, Charges and Fees

If you are receiving service from Republic Services without a written contract, please visit [RepublicServices.com/Fees](http://RepublicServices.com/Fees) to review the financial terms and conditions relating to your service. If you are receiving service from Republic Services pursuant to a written contract, but have questions relating to any charges or fees, [RepublicServices.com/Fees](http://RepublicServices.com/Fees) provides a detailed description of Republic Services most common charges and fees. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice.

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\*\*\*\*\*~~COMMERCE~~ CYCLING SERVICES  
\*\*\*\*\*~~ELECTRONICWASTE~~ CYCLING

x

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Address		
City	State	Zip Code
Phone	Alternate Phone	

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**Customer Service** (702) 735-5151  
RepublicServices.com/Support

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**Account Number** 3-0620-2705656  
**Invoice Number** 0620-033500445  
**Invoice Date** December 31, 2020  
**Previous Balance** \$1,446.66  
**Payments/Adjustments** -\$1,482.54  
**Current Invoice Charges** \$1,482.54

<b>Total Amount Due</b> \$1,446.66	<b>Payment Due Date</b> January 20, 2021
---------------------------------------	---

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 10/20	1	-\$1,482.54

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
Lynita Nelson - Lsn Trust 3611 Lindell Rd Las Vegas, NV Contract: 9620002 (C4)				
Tax 01/01-03/31			\$0.27	\$0.27
Current Service/Rent 01/01-03/31				\$1,482.27

**CURRENT INVOICE CHARGES**

\$1,482.54

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Address Service Requested

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10170 W TROPICANA AVE  
STE 156-164  
LAS VEGAS NV 89147-8465

<b>Total Amount Due</b>	<b>\$1,446.66</b>
<b>Payment Due Date</b>	<b>January 20, 2021</b>
<b>Account Number</b>	<b>3-0620-2705656</b>
<b>Invoice Number</b>	<b>0620-033500445</b>

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P.O. BOX 78829  
PHOENIX AZ 85062-8829

30620270565600000335004450001482540001446660

**AA3105**  
**LSN000617**



## UNDERSTANDING YOUR BILL

Visit [RepublicServices.com/MyBill](http://RepublicServices.com/MyBill)

x

### Check Processing

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account.\*When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

### Cancellation & Payment Policy

Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.\*

### Understanding Our Rates, Charges and Fees

If you are receiving service from Republic Services without a written contract, please visit [RepublicServices.com/Fees](http://RepublicServices.com/Fees) to review the financial terms and conditions relating to your service. If you are receiving service from Republic Services pursuant to a written contract, but have questions relating to any charges or fees, [RepublicServices.com/Fees](http://RepublicServices.com/Fees) provides a detailed description of Republic Services most common charges and fees. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice.

CURRENT INVOICE CHARGES will be considered delinquent and a late fee will be assessed if not paid by the end of the month following the invoice date. All PAST DUE BALANCES are due immediately to avoid additional late fees and collection fees being assessed to your account.

### PLEASE VISIT OUR WEB SITE AT:

[RepublicServicesVegas.com](http://RepublicServicesVegas.com)

x

### FOR ADDITIONAL INFORMATION ON:

\*\*\*\*\*DEEP LOCATIONS AND HOURS OF OPERATION  
\*\*\*\*\*ORDER A ROLLOFF CONTAINER FOR CLEANUPS  
\*\*\*\*\*COMMERCIAL RECYCLING SERVICES  
\*\*\*\*\*ELECTRONIC WASTE RECYCLING

x

Please fill out the form below if your billing address has changed and return this portion of your statement to us using the envelope enclosed. Thank you!

#### BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	

AA3106  
LSN000618





E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	29	11.2
Last Year	29	10.8
Cost Per Day This Month: \$1.84		

**Usage in total electric kilowatt hours**

Last Year

This Year

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond control, you may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
CC030792371	kWh	Oct 8, 2019 to Nov 6, 2019	29	27,338	27,663	1	325

**Charge Details**

Electric Consumption	325,000	kWh	x	0.07071	22.98
Deferred Energy Adjustment	325,000	kWh	x	0.00262	0.85
Temp. Green Power Financing	325,000	kWh	x	0.00068	0.22
Renewable Energy Program	325,000	kWh	x	0.00039 CR	0.13 CR
Energy Efficiency Charge	325,000	kWh	x	0.00170	0.55
Tax Reduction	325,000	kWh	x	0.00319 CR	1.04 CR
Basic Service Charge					27.25
Local Government Fee				5%	2.53
Universal Energy Charge	325,000	kWh	x	0.00039	0.13

**Total Electric Service Amount****\$53.34****Amount Due By: Nov 28, 2019****\$53.34**

Amount will be withdrawn from your bank account on the due date.

**Account: 3000248104616348974****Customer Number: 2481046****Premises Number: 1634897****Billing Date: Nov 9, 2019****Next Read Date: Dec 9, 2019****Account Summary**

Previous Account Balance	51.59
Payment - Oct 28, 2019	51.59 CR
Electric Charges	53.34
<b>Current Amount Due</b>	<b>\$53.34</b>



We will never call, visit or email  
demanding immediate payment  
in any form, or  
threatening disconnection.

Protect yourself - visit  
[nvenergy.com/scam](http://nvenergy.com/scam).

**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TTY: 711 - Hearing impaired service available 24/7 days a week.

**ACCOUNT NUMBER: 3000248104616348974****Customer Number: 2481046**

Service **3611 LINDELL RD HS HS**  
Address: **LAS VEGAS, NV 89103**

**Amount Due By: Nov 28, 2019****\$53.34****Do Not Send Payment**

The above amount will be withdrawn from  
your bank account on the due date.

9/27/19 7:07 PM B 0021177 20191112 ON3078 NOPRINT 1 of 1 ON3780000 161588 BC



LYNITA S. NELSON  
ATTN: UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



3000248104616348974 0000005334 0000005334 0 002

**AA3107**  
**LSN000619**

Questions about your bill: (702) 402-5555 or (800) 331-3103 [www.nvenergy.com](http://www.nvenergy.com)

Office located at: 6226 West Sahara Ave, Las Vegas, NV 89146.

BILLING DATE: Nov 9, 2019

ACCOUNT NUMBER: 3000248104616348974

DATE DUE: Nov 28, 2019

AMOUNT DUE: \$53.34



See our story – up close and  
behind the scenes.

[nvenergy.com/alwayson](http://nvenergy.com/alwayson)

### Customer Assistance

If you wish to dispute any bill, charge or service, NV Energy will promptly investigate the matter. However, to avoid termination of service, all charges must be paid during the investigation period. If you are not satisfied with our final decision, you may contact the Public Utilities Commission (702) 466-2600. Online at [puc.nv.gov](http://puc.nv.gov) or at 9075 West Diablo Drive, Suite 250, Las Vegas, Nevada 89148.

### Additional Information

**Understanding Your Bill:** Your bill has a lot of information and terms you may not have heard before. For definitions of all charges and taxes, please visit [www.nvenergy.com/home/customer-care](http://www.nvenergy.com/home/customer-care).

**Rules and Regulations:** Rules, regulations, and rate schedules are available for public inspection at [nvenergy.com/rates](http://nvenergy.com/rates).

**Payments & Due Date:** Bills for service are rendered and due monthly by the due date. Your bill becomes past due on the next meter read date, at which time a 1.5% late fee is applied. All payments made by check authorize NV Energy to initiate an electronic debit. Checks will not be returned and funds may be withdrawn the same day. Please make checks payable to NV Energy.

**Payment Arrangements:** If you have difficulty making a payment, we are here to help. Give us a call so we can review all the options available to assist you.

**Interruption in Service:** NV Energy may issue a termination of service notice and may require a security deposit for delinquent payments.

**Good Pay Forgiveness:** Life happens - payments get lost, transactions don't go through, time slips away. Whatever the reason, we understand. We forgive a missed payment one time for customers with excellent payment history, so you don't face possible service interruptions.

AA3108  
LSN000620



E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	33	11.3
Last Year	31	12.6
Cost Per Day This Month: \$1.73		

Usage in total electric kilowatt hours

Last Year

This Year

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond our control, you may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
GC030792371	kWh	Nov 6, 2019 to Dec 9, 2019	33	27,663	28,037	1	374

**Charge Details**

Electric Consumption	374.000	kWh	x	0.07071	26.45
Deferred Energy Adjustment	374.000	kWh	x	0.00262	0.98
Temp. Green Power Financing	374.000	kWh	x	0.00068	0.25
Renewable Energy Program	374.000	kWh	x	0.00039 CR	0.15 CR
Energy Efficiency Charge	374.000	kWh	x	0.00170	0.64
Tax Reduction	374.000	kWh	x	0.00319 CR	1.19 CR
Basic Service Charge					27.25
Local Government Fee				5%	2.71
Universal Energy Charge	374.000	kWh	x	0.00039	0.15

**Total Electric Service Amount****\$57.09****Amount Due By: Dec 30, 2019****\$57.09**

Amount will be withdrawn from your bank account on the due date.

**Account: 3000248104616348974****Customer Number: 2481046****Premises Number: 1634897****Billing Date: Dec 12, 2019****Next Read Date: Jan 9, 2020****Account Summary**

Previous Account Balance	53.34
Payment - Nov 27, 2019	53.34 CR
Electric Charges	57.09
<b>Current Amount Due</b>	<b>\$57.09</b>



We will never call, visit or email demanding immediate payment in any form, or threatening disconnection.

Protect yourself - visit  
[nvenergy.com/scam](http://nvenergy.com/scam).

**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TTY: 711 - Hearing impaired service available 24/7 days a week.

**ACCOUNT NUMBER: 3000248104616348974****Customer Number: 2481046**

**Service 3611 LINDELL RD HS HS**  
**Address: LAS VEGAS, NV 89103**

**Amount Due By: Dec 30, 2019****\$57.09****Do Not Send Payment**

The above amount will be withdrawn from your bank account on the due date.

9/27/19 2:07 PM 0 0012108 20191212 0130D9 NPRINT 1 of 1 0131 090000 51565 BC



LYNITA S. NELSON  
ATTN: UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



3000248104616348974 0000005709 0000005709 0 006

**AA3109**  
**LSN000621**

Questions about your bill: (702) 402-5555 or (800) 331-3103 [www.nvenergy.com](http://www.nvenergy.com)

Office located at: 6226 West Sahara Ave, Las Vegas, NV 89146.

BILLING DATE: Dec 12, 2019

ACCOUNT NUMBER: 3000248104616348974

DATE DUE Dec 30, 2019

AMOUNT DUE: \$57.09



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[nvenergy.com/alwayson](http://nvenergy.com/alwayson)

### Customer Assistance

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### Additional Information

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**Rules and Regulations:** Rules, regulations, and rate schedules are available for public inspection at [nvenergy.com/rates](http://nvenergy.com/rates)

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**Payment Arrangements:** If you have difficulty making a payment, we are here to help. Give us a call so we can review all the options available to assist you.

**Interruption in Service:** NV Energy may issue a termination of service notice and may require a security deposit for delinquent payments.

**Good Pay Forgiveness:** Life happens - payments get lost, transactions don't go through, time slips away. Whatever the reason, we understand. We forgive a missed payment one time for customers with excellent payment history, so you don't face possible service interruptions.

AA3110  
LSN000622



E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	31	11.9
Last Year	33	12.4
Cost Per Day This Month: \$1.81		

**Usage in total electric kilowatt hours**

Last Year

This Year

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond control, you may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
CC030792371	kWh	Dec 9, 2019 to Jan 9, 2020	31	28,037	28,405	1	368

**Charge Details**

Electric Consumption (Prior Rate)	262,000	kWh	x	0.07071	18.53
Electric Consumption (New Rate)	106,000	kWh	x	0.06847	7.26
Deferred Energy Adjustment (Prior Rate)	262,000	kWh	x	0.00262	0.69
Temp. Green Power Financing	368,000	kWh	x	0.00068	0.25
Renewable Energy Program	368,000	kWh	x	0.00039 CR	0.14 CR
Energy Efficiency Charge	368,000	kWh	x	0.00170	0.63
Tax Reduction	368,000	kWh	x	0.00319 CR	1.17 CR
Basic Service Charge					27.25
Local Government Fee				5%	2.67
Universal Energy Charge	368,000	kWh	x	0.00039	0.14

**Total Electric Service Amount****\$56.11****Amount Due By: Jan 31, 2020****\$56.11**

Amount will be withdrawn from your bank account on the due date.

**Account: 3000248104616348974****Customer Number: 2481046****Premises Number: 1634897****Billing Date: Jan 14, 2020****Next Read Date: Feb 7, 2020****Account Summary**

Previous Account Balance	57.09
Payment - Dec 29, 2019	57.09 CR
Electric Charges	56.11
<b>Current Amount Due</b>	<b>\$56.11</b>



We will never call, visit or email  
demanding immediate payment  
in any form, or  
threatening disconnection.

Protect yourself – visit  
[nvenergy.com/scam](http://nvenergy.com/scam).

**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TTY: 711 - Hearing impaired service available 24/7 days a week.

**ACCOUNT NUMBER: 3000248104616348974****Customer Number: 2481046**

Service **3611 LINDELL RD HS HS**  
Address: **LAS VEGAS, NV 89103**

**Amount Due By: Jan 31, 2020****\$56.11****Do Not Send Payment**

The above amount will be withdrawn from  
your bank account on the due date.

9/27/19 2:07 PM 0 0013224 20200114 PA3VC0 NOPRINT 1 of 1 PA3V090000 161565 RC



LYNITA S. NELSON  
ATTN:UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



3000248104616348974 0000005611 0000005611 0 000

**AA3111**  
**LSN000623**

Questions about your bill: (702) 402-5555 or (800) 331-3103 [www.nvenergy.com](http://www.nvenergy.com)

Office located at: 6226 West Sahara Ave, Las Vegas, NV 89146.

BILLING DATE: Jan 14, 2020

ACCOUNT NUMBER: 3000248104616348974

DATE DUE: Jan 31, 2020

AMOUNT DUE: \$56.11



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### Customer Assistance

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### Additional Information

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**Rules and Regulations:** Rules, regulations and rate schedules are available for public inspection at [nvenergy.com/rates](http://nvenergy.com/rates).

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**Payment Arrangements:** If you have difficulty making a payment, we are here to help. Give us a call so we can review all the options available to assist you.

**Interruption in Service:** NV Energy may issue a termination of service notice and may require a security deposit for delinquent payments.

**Good Pay Forgiveness:** Life happens - payments get lost, transactions don't go through, time slips away. Whatever the reason, we understand and we forgive a missed payment one time for customers with excellent payment history, so you don't face possible service interruptions.

AA3112  
LSN000624



E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	29	11.7
Last Year	29	11.7
Cost Per Day This Month: \$1.81		

Usage in total electric kilowatt hours

Last Year

This Year

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond control, you may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
CC030792371	kWh	Jan 9, 2020 to Feb 7, 2020	29	28,405	28,743	1	338

**Charge Details**

Electric Consumption	338.000	kWh	x	0.06847	23.14
Temp. Green Power Financing	338.000	kWh	x	0.00068	0.23
Renewable Energy Program	338.000	kWh	x	0.00039 CR	0.13 CR
Energy Efficiency Charge	338.000	kWh	x	0.00170	0.57
Tax Reduction	338.000	kWh	x	0.00319 CR	1.08 CR
Basic Service Charge					27.25
Local Government Fee				5%	2.50
Universal Energy Charge	338.000	kWh	x	0.00039	0.13

**Total Electric Service Amount****\$52.61****Amount Due By: Mar 2, 2020****\$52.61**

Amount will be withdrawn from your bank account on the due date.

**Account: 3000248104616348974****Customer Number: 2481046****Premises Number: 1634897****Billing Date: Feb 12, 2020****Next Read Date: Mar 10, 2020****Account Summary**

Previous Account Balance	56.11
Payment - Jan 30, 2020	56.11 CR
Electric Charges	52.61
<b>Current Amount Due</b>	<b>\$52.61</b>

**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TTY: 711 - Hearing impaired service available 24/7 days a week.

**ACCOUNT NUMBER: 3000248104616348974****Customer Number: 2481046**

**Service** 3611 LINDELL RD HS HS  
**Address:** LAS VEGAS, NV 89103

**Amount Due By: Mar 2, 2020****\$52.61****Do Not Send Payment**

The above amount will be withdrawn from your bank account on the due date.

02/11/19 2:07 PM 0 0013578 20200212 P03F69 NOPRINT 1 of 1 P03F690030 161588 NC



LYNITA S. NELSON  
ATTN: UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



3000248104616348974 0000005261 0000005261 0 006

**AA3113**  
**LSN000625**

## Customer Assistance

If you wish to dispute any bill, charge or service, NV Energy will promptly investigate the matter. However, to avoid termination of service, all charges must be paid during the investigation period. If you are not satisfied with our final decision, you may contact the Public Utilities Commission (702) 466-2800, Online at [puc.nv.gov](http://puc.nv.gov) or at 9075 West Diablo Drive, Suite 250, Las Vegas, Nevada 89148.

## Additional Information

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**Rules and Regulations:** Rules, regulations, and rate schedules are available for public inspection at [nvenergy.com/rates](http://nvenergy.com/rates).

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AA3114  
LSN000626





E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	32	11.1
Last Year	29	11.2
Cost Per Day This Month: \$1.68		

Usage in total electric kilowatt hours

Last Year

This Year

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond control, you may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
CC030792371	kWh	Feb 7, 2020 to Mar 10, 2020	32	28,743	29,099	1	356

**Charge Details**

Electric Consumption	356.000	kWh	x	0.06847	24.38
Temp. Green Power Financing	356.000	kWh	x	0.00068	0.24
Renewable Energy Program	356.000	kWh	x	0.00039 CR	0.14 CR
Energy Efficiency Charge	356.000	kWh	x	0.00170	0.61
Tax Reduction	356.000	kWh	x	0.00319 CR	1.14 CR
Basic Service Charge					27.25
Local Government Fee				5%	2.56
Universal Energy Charge	356.000	kWh	x	0.00039	0.14

**Total Electric Service Amount****\$53.90****Amount Due By: Mar 31, 2020****\$53.90**

Amount will be withdrawn from your bank account on the due date.

**Account: 3000248104616348974****Customer Number: 2481046****Premises Number: 1634897****Billing Date: Mar 13, 2020****Next Read Date: Apr 9, 2020****Account Summary**

Previous Account Balance	52.61
Payment - Mar 1, 2020	52.61 CR
Electric Charges	53.90
<b>Current Amount Due</b>	<b>\$53.90</b>



**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TTY: 711 - Hearing impaired service available 24/7 days a week.

**ACCOUNT NUMBER: 3000248104616348974****Customer Number: 2481046**

**Service 3611 LINDELL RD HS HS**  
**Address: LAS VEGAS, NV 89103**

**Amount Due By: Mar 31, 2020****\$53.90****Do Not Send Payment**

The above amount will be withdrawn from your bank account on the due date.

3/27/19 2:07 PM 0 0013234 20200313 PC3Y80 NOPRINT 1 of 1 PC3Y800000 161508 BC



LYNITA S. NELSON  
ATTN: UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



3000248104616348974 0000005390 0000005390 0 004

**AA3115**  
**LSN000627**

### Customer Assistance

If you wish to dispute any bill, charge or service, NV Energy will promptly investigate the matter. However, to avoid termination of service, all charges must be paid during the investigation period. If you are not satisfied with our final decision, you may contact the Public Utilities Commission (702) 466-2600, Online at [puc.nv.gov](http://puc.nv.gov) or at 9075 West Diablo Drive, Suite 250, Las Vegas, Nevada 89148.

### Additional Information

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AA3116  
LSN000628



E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

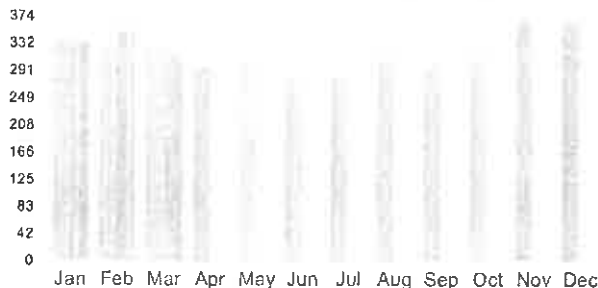
**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	30	10.6
Last Year	32	10.3
Cost Per Day This Month: \$1.69		

Usage in total electric kilowatt hours

Last Year

This Year

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond control, you may be billed based on estimated usage for the billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
CC030792371	kWh	Mar 10, 2020 to Apr 9, 2020	30	29,099	29,417	1	318

**Charge Details**

Electric Consumption (Prior Rate)	225.000	kWh	x	0.06847	15.41
Electric Consumption (New Rate)	93.000	kWh	x	0.06682	6.21
Deferred Energy Adjustment (New Rate)	93.000	kWh	x	0.00231 CR	0.21 CR
Temp. Green Power Financing	318.000	kWh	x	0.00068	0.22
Renewable Energy Program	318.000	kWh	x	0.00039 CR	0.12 CR
Energy Efficiency Charge	318.000	kWh	x	0.00170	0.54
Tax Reduction	318.000	kWh	x	0.00319 CR	1.01 CR
Basic Service Charge					27.25
Local Government Fee				5%	2.41
Universal Energy Charge	318.000	kWh	x	0.00039	0.12

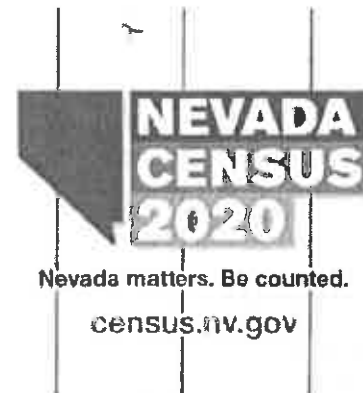
**Total Electric Service Amount** **\$50.82**

**Amount Due By: Apr 30, 2020****\$50.82**

Amount will be withdrawn from your bank account on the due date.

**Account: 3000248104616348974****Customer Number: 2481046****Premises Number: 1634897****Billing Date: Apr 14, 2020****Next Read Date: May 11, 2020****Account Summary**

Previous Account Balance	53.90
Payment - Mar 30, 2020	53.90 CR
Electric Charges	50.82
<b>Current Amount Due</b>	<b>\$50.82</b>



**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TTY: 711 - Hearing impaired service available 24/7 days a week.

**ACCOUNT NUMBER: 3000248104616348974****Customer Number: 2481046**

**Service** 3611 LINDELL RD HS HS  
**Address:** LAS VEGAS, NV 89103

**Amount Due By: Apr 30, 2020****\$50.82****Do Not Send Payment**

The above amount will be withdrawn from your bank account on the due date.

4/9/20 10:28 PM 6 0012238 20200414 PD3XY9 NGPRINT 1 of 1 PD3XY900001 161556 BC



LYNITA S. NELSON  
ATTN: UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



3000248104616348974 0000005082 0000005082 0 000

**AA3117**  
**LSN000629**

### Customer Assistance

If you wish to dispute any bill, charge or service, NV Energy will promptly investigate the matter. However, to avoid termination of service, all charges must be paid during the investigation period. If you are not satisfied with our final decision, you may contact the Public Utilities Commission: (702) 496-2600, Online at [puc.nv.gov](http://puc.nv.gov) or at 9075 West Diablo Drive, Suite 250, Las Vegas, Nevada 89148.

### Additional Information

**Understanding Your Bill:** Your bill has a lot of information and terms you may not have heard before. For definitions of all ~~terms~~ and taxes, please visit [www.nvenergy.com/home/customer-care](http://www.nvenergy.com/home/customer-care).

**Rules and Regulations:** Rules, regulations, and rate schedules are available for public inspection at [nvenergy.com/rates](http://nvenergy.com/rates).

**Payments & Due Date:** Bills for service are rendered and due monthly by the due date. Your bill becomes past due on the next meter read date, at which time a 1.5% late fee is applied. All payments made by check authorize NV Energy to initiate an electronic debit. Checks will not be returned and funds may be withdrawn the same day. Please make checks payable to NV Energy.

**Payment Arrangements:** If you have difficulty making a payment, we are here to help. Give us a call so we can review all the options available to assist you.

**Interruption in Service:** NV Energy may issue a termination of service notice and may require a security deposit for delinquent payments.

**Good Pay Forgiveness:** Life happens - payments get lost, transactions don't go through, time slips away. Whatever the reason, we understand - we forgive a missed payment one time for customers with excellent payment history, so you don't face possible ~~delinquency~~.

AA3118  
LSN000630



E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

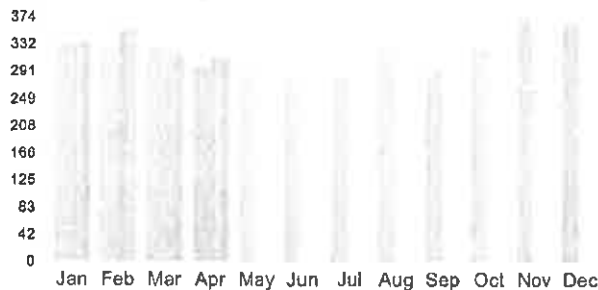
**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	32	9.9
Last Year	30	10.0
Cost Per Day This Month: \$1.55		

**Usage in total electric kilowatt hours**

■ Last Year

■ This Year

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond control, you may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
CC030792371	kWh	Apr 9, 2020 to May 11, 2020	32	29,417	29,733	1	316

**Charge Details**

Electric Consumption	316.000	kWh	x	0.06682	21.12
Deferred Energy Adjustment (New Rate)	316.000	kWh	x	0.00231 CR	0.73 CR
Temp. Green Power Financing	316.000	kWh	x	0.00068	0.21
Renewable Energy Program	316.000	kWh	x	0.00039 CR	0.12 CR
Energy Efficiency Charge	316.000	kWh	x	0.00170	0.54
Tax Reduction	316.000	kWh	x	0.00319 CR	1.01 CR
Basic Service Charge					27.25
Local Government Fee				5%	2.36
Universal Energy Charge	316.000	kWh	x	0.00039	0.12

**Total Electric Service Amount****\$49.74****Amount Due By: Jun 1, 2020****\$49.74**

Amount will be withdrawn from your bank account on the due date.

**Account: 3000248104616348974****Customer Number: 2481046****Premises Number: 1634897****Billing Date: May 14, 2020****Next Read Date: Jun 10, 2020****Account Summary**

Previous Account Balance	50.82
Payment - Apr 29, 2020	50.82 CR
Electric Charges	49.74
<b>Current Amount Due</b>	<b>\$49.74</b>

**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TTY: 711 - Hearing impaired service available 24/7 days a week.

**ACCOUNT NUMBER: 3000248104616348974****Customer Number: 2481046**

**Service 3611 LINDELL RD HS HS**  
**Address: LAS VEGAS, NV 89103**

**Amount Due By: Jun 1, 2020****\$49.74****Do Not Send Payment**

The above amount will be withdrawn from your bank account on the due date.

5/14/20 12:10 PM 0 0013424 20200514 PF3YN9 NOPRINT 1 of 1 PESTYN90000 181560 AC



LYNITA S. NELSON  
ATTN:UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



3000248104616348974 0000004974 0000004974 0 008

**AA3119**  
**LSN000631**

### Customer Assistance

If you wish to dispute any bill, charge or service, NV Energy will promptly investigate the matter. However, to avoid termination of service, all charges must be paid during the investigation period. If you are not satisfied with our final decision, you may contact the Public Utilities Commission (702) 486-2600, Online at [puc.nv.gov](http://puc.nv.gov) or at 9075 West Diablo Drive, Suite 250, Las Vegas, Nevada 89148.

### Additional Information

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**Payment Arrangements:** If you have difficulty making a payment, we are here to help. Give us a call so we can review all the options available to assist you.

**Interruption in Service:** NV Energy may issue a termination of service notice and may require a security deposit for delinquent payments.

**Good Pay Forgiveness:** Life happens - payments get lost, transactions don't go through, time slips away. Whatever the reason, we understand. We forgive a missed payment one time for customers with excellent payment history, so you don't face possible service interruptions.

AA3120  
LSN000632



E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	30	9.5
Last Year	32	9.5
Cost Per Day This Month: \$1.59		

**Usage in total electric kilowatt hours**

Last Year

This Year

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond control, you may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
CC030792371	kWh	May 11, 2020 to Jun 10, 2020	30	29,733	30,018	1	285

**Charge Details**

Electric Consumption	285.000	kWh	x	0.06682	19.04
Deferred Energy Adjustment	285.000	kWh	x	0.00231 CR	0.66 CR
Temp. Green Power Financing	285.000	kWh	x	0.00068	0.19
Renewable Energy Program	285.000	kWh	x	0.00039 CR	0.11 CR
Energy Efficiency Charge	285.000	kWh	x	0.00170	0.48
Tax Reduction	285.000	kWh	x	0.00319 CR	0.91 CR
Basic Service Charge					27.25
Local Government Fee				5%	2.26
Universal Energy Charge	285.000	kWh	x	0.00039	0.11

**Total Electric Service Amount****\$47.65****Amount Due By: Jul 1, 2020****\$47.65**

Amount will be withdrawn from your bank account on the due date.

Account: **3000248104616348974**Customer Number: **2481046**Premises Number: **1634897**

Billing Date: Jun 13, 2020

Next Read Date: Jul 9, 2020

**Account Summary**

Previous Account Balance	49.74
Payment - May 31, 2020	49.74 CR
Electric Charges	47.65
<b>Current Amount Due</b>	<b>\$47.65</b>

**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TTY: 711 - Hearing Impaired service available 24/7 days a week.

**ACCOUNT NUMBER: 3000248104616348974****Customer Number: 2481046**

Service **3611 LINDELL RD HS HS**  
Address: **LAS VEGAS, NV 89103**

**Amount Due By: Jul 1, 2020****\$47.65****Do Not Send Payment**

The above amount will be withdrawn from  
your bank account on the due date.

5/1/20 12:10 PM 0 0013673 20200615 PF4479 NOPRINT 1 of 1 PF44190000 161588 6C



LYNITA S. NELSON  
ATTN: UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



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**AA3121**  
**LSN000633**

## Customer Assistance

If you wish to dispute any bill, charge or service, NV Energy will promptly investigate the matter. However, to avoid termination of service, all charges must be paid during the investigation period. If you are not satisfied with our final decision, you may contact the Public Utilities Commission (702) 486-2500, Online at [puc.nv.gov](http://puc.nv.gov) or at 9075 West Diablo Drive, Suite 250, Las Vegas, Nevada 89148.

## Additional Information

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AA3122  
LSN000634





E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	29	9.3
Last Year	30	9.3
Cost Per Day This Month: \$1.60		

**Usage in total electric kilowatt hours**

Last Year

This Year

**Meter information**

If NV Energy is unable to read your meter because of circumstances beyond control, you may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiple	Usage
CC030792371	kWh	Jun 10, 2020 to Jul 9, 2020	29	30,018	30,288	1	270

**Charge Details**

Electric Consumption (Prior Rate)	187.000	kWh	x	0.06682	12.50
Electric Consumption (New Rate)	83.000	kWh	x	0.06500	5.40
Deferred Energy Adjustment (Prior Rate)	187.000	kWh	x	0.00231 CR	0.43 CR
Deferred Energy Adjustment (New Rate)	83.000	kWh	x	0.00269 CR	0.22 CR
Temp. Green Power Financing	270.000	kWh	x	0.00068	0.18
Renewable Energy Program	270.000	kWh	x	0.00039 CR	0.11 CR
Energy Efficiency Charge	270.000	kWh	x	0.00170	0.46
Tax Reduction	270.000	kWh	x	0.00319 CR	0.86 CR
Basic Service Charge					27.25
Local Government Fee				5%	2.21
Universal Energy Charge	270.000	kWh	x	0.00039	0.11

**Total Electric Service Amount****\$46.49****Amount Due By: Jul 30, 2020****\$46.49**

Amount will be withdrawn from your bank account on the due date.

Account: 3000248104616348974

Customer Number: 2481046

Premises Number: 1634897

Billing Date: Jul 14, 2020

Next Read Date: Aug 10, 2020

**Account Summary**

Previous Account Balance	47.65
Payment - Jun 30, 2020	47.65 CR
Electric Charges	46.49
Current Amount Due	\$46.49

Customer Service: (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays. Emergencies: (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TTY: 711 - Hearing impaired service available 24/7 days a week.



ACCOUNT NUMBER: 3000248104616348974

Customer Number: 2481046

Service 3611 LINDELL RD HS HS  
Address: LAS VEGAS, NV 89103

**Amount Due By: Jul 30, 2020****\$46.49****Do Not Send Payment**

The above amount will be withdrawn from your bank account on the due date.

8/26/20 4:39 PM 0 0015806 20700714 PG3V26 NOPRINT 1 of 1 PG3V260000 161580 BG



LYNITA S. NELSON  
ATTN: UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



3000248104616348974 0000004649 0000004649 0 008

AA3123  
LSN000635

### Customer Assistance

If you wish to dispute any bill, charge or service, NV Energy will promptly investigate the matter. However, to avoid termination of service, all charges must be paid during the investigation period. If you are not satisfied with our final decision, you may contact the Public Utilities Commission (702) 486-2600, Online at [puc.nv.gov](http://puc.nv.gov) or at 9075 West Diablo Drive, Suite 250, Las Vegas, Nevada 89146

### Additional Information

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AA3124  
LSN000636



E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	32	9.5
Last Year	30	9.5
Cost Per Day This Month: \$1.51		

Usage in total electric kilowatt hours

Last Year

This Year

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond control, you may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
CC030792371	kWh	Jul 9, 2020 to Aug 10, 2020	32	30,288	30,593	1	305

**Charge Details**

Electric Consumption	305,000	kWh	x	0.06500	19.83
Deferred Energy Adjustment	305,000	kWh	x	0.00269 CR	0.82 CR
Temp. Green Power Financing	305,000	kWh	x	0.00068	0.21
Renewable Energy Program	305,000	kWh	x	0.00039 CR	0.12 CR
Energy Efficiency Charge	305,000	kWh	x	0.00170	0.52
Tax Reduction	305,000	kWh	x	0.00319 CR	0.97 CR
Basic Service Charge					27.25
Local Government Fee				5%	2.30
Universal Energy Charge	305,000	kWh	x	0.00039	0.12

**Total Electric Service Amount****\$48.32****Amount Due By: Aug 31, 2020****\$48.32**

Amount will be withdrawn from your bank account on the due date.

**Account: 3000248104616348974****Customer Number: 2481046****Premises Number: 1634897****Billing Date: Aug 13, 2020****Next Read Date: Sep 9, 2020****Account Summary**

Previous Account Balance	46.49
Payment - Jul 29, 2020	46.49 CR
Electric Charges	48.32
<b>Current Amount Due</b>	<b>\$48.32</b>

**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TYY: 711 - Hearing impaired service available 24/7 days a week.

**ACCOUNT NUMBER: 3000248104616348974****Customer Number: 2481046**

**Service** 3611 LINDELL RD HS HS  
**Address:** LAS VEGAS, NV 89103

**Amount Due By: Aug 31, 2020****\$48.32****Do Not Send Payment**

The above amount will be withdrawn from  
your bank account on the due date.

08/13/20 10:04 AM 0 0014150 20200813 PHJUE9 NOPRINT 1 of 1 PHJUE90000 161858 BC



LYNITA S. NELSON  
ATTN: UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



3000248104616348974 0000004832 0000004832 0 002

**AA3125**  
**LSN000637**

## Customer Assistance

If you wish to dispute any bill, charge or service, NV Energy will promptly investigate the matter. However, to avoid termination of service, all charges must be paid during the investigation period. If you are not satisfied with our final decision, you may contact the Public Utilities Commission (702) 486-2600, Online at [puc.nv.gov](http://puc.nv.gov) or at 9075 West Diablo Drive, Suite 250, Las Vegas, Nevada 89148.

## Additional Information

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**Interruption in Service:** NV Energy may issue a termination of service notice and may require a security deposit for delinquent payments.

**Good Pay Forgiveness:** Life happens - payments get lost, transactions don't go through, bills slip away. Whatever the reason, we understand. We forgive a missed payment one time for customers with excellent payment history, so you don't face possible service interruption.

AA3126  
LSN000638



E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	30	10.0
Last Year	32	10.0
Cost Per Day This Month: \$1.60		

**Usage in total electric kilowatt hours**

Last Year:

This Year

374  
332  
291  
249  
208  
166  
125  
83  
42  
0

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond control, you may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
CC030792371	kWh	Aug 10, 2020 to Sep 9, 2020	30	30,593	30,892	1	299

**Charge Details**

Electric Consumption	299.000	kWh	x	0.06500	19.44
Deferred Energy Adjustment	299.000	kWh	x	0.00269 CR	0.80 CR
Temp. Green Power Financing	299.000	kWh	x	0.00068	0.20
Renewable Energy Program	299.000	kWh	x	0.00039 CR	0.12 CR
Energy Efficiency Charge	299.000	kWh	x	0.00170	0.51
Tax Reduction	299.000	kWh	x	0.00319 CR	0.95 CR
Basic Service Charge					27.25
Local Government Fee				5%	2.28
Universal Energy Charge	299.000	kWh	x	0.00039	0.12

**Total Electric Service Amount****\$47.93**

**Amount Due By: Sep 30, 2020**  
**\$47.93**

Amount will be withdrawn from your bank account on the due date.

**Account: 3000248104616348974**

**Customer Number: 2481046**

**Premises Number: 1634897**

**Billing Date: Sep 12, 2020**

**Next Read Date: Oct 7, 2020**

**Account Summary**

Previous Account Balance	48.32
Payment - Aug 30, 2020	48.32 CR
Electric Charges	47.93
<b>Current Amount Due</b>	<b>\$47.93</b>

We've updated our terms and conditions for telephone calls, text messages and emails, and included them with this billing statement for your review.

**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554, TDD/TTY: 711 - Hearing impaired service available 24/7 days a week.

**ACCOUNT NUMBER: 3000248104616348974****Customer Number: 2481046**

**Service 3611 LINDELL RD HS HS**  
**Address: LAS VEGAS, NV 89103**

**Amount Due By: Sep 30, 2020**  
**\$47.93**

**Do Not Send Payment**

The above amount will be withdrawn from your bank account on the due date.

9/9/20 4:53 PM D: 0014672 20200914 HALLS NOPRINT 1 of 1 PF4LJ80C001 161526 BC



LYNITA S. NELSON  
ATTN: UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



3000248104616348974 0000004793 0000004793 0 006

**AA3127**  
**LSN000639**

## Customer Assistance

If you wish to dispute any bill, charge or service, NV Energy will promptly investigate the matter. However, to avoid termination of service, all charges must be paid during the investigation period. If you are not satisfied with our final decision, you may contact the Public Utilities Commission (702) 486-2600, Online at [puc.nv.gov](http://puc.nv.gov) or at 9075 West Diablo Drive, Suite 250, Las Vegas, Nevada 89148.

## Additional Information

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**Interruption in Service:** NV Energy may issue a termination of service notice and may require a security deposit for delinquent payments.

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AA3128  
LSN000640



E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	28	10.5
Last Year	28	10.6
Cost Per Day This Month: \$1.70		

Usage in total electric kilowatt hours

Last Year

This Year

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond our control, you may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
CC030792371	kWh	Sep 9, 2020 to Oct 7, 2020	28	30,892	31,187	1	295

**Charge Details**

Electric Consumption (Prior Rate)	221.000	kWh	x	0.06500	14.37
Electric Consumption (New Rate)	74.000	kWh	x	0.06492	4.80
Deferred Energy Adjustment (Prior Rate)	221.000	kWh	x	0.00269 CR	0.59 CR
Deferred Energy Adjustment (New Rate)	74.000	kWh	x	0.00287 CR	0.21 CR
Temp. Green Power Financing	295.000	kWh	x	0.00068	0.20
Renewable Energy Program (Prior Rate)	221.000	kWh	x	0.00039 CR	0.09 CR
Renewable Energy Program (New Rate)	74.000	kWh	x	0.00028 CR	0.02 CR
Energy Efficiency Charge (Prior Rate)	221.000	kWh	x	0.00170	0.38
Energy Efficiency Charge (New Rate)	74.000	kWh	x	0.00126	0.09
Natural Disaster Protection Plan (New Rate)	74.000	kWh	x	0.00025	0.02
Tax Reduction	295.000	kWh	x	0.00319 CR	0.94 CR
Basic Service Charge					27.25
Local Government Fee				5%	2.26
Universal Energy Charge	295.000	kWh	x	0.00039	0.12

**No Payment Required****\$7.98 CR**Account: **3000248104616348974**Customer Number: **2481046**Premises Number: **1634897**Billing Date: **Oct 10, 2020**Next Read Date: **Nov 5, 2020****Account Summary**

Previous Account Balance	47.93
Payment - Sep 29, 2020	47.93 CR
Adjustment	55.62 CR
Electric Charges	47.64
<b>Current Amount Due</b>	<b>\$7.98 CR</b>

This bill includes the new Natural Disaster Protection Plan (NDPP) rate, which was filed per Senate Bill 329 and approved by the PUCN. The NDPP rate covers the cost of programs statewide that help protect the public from the impacts of wildfires and other natural disasters on NV Energy's electric infrastructure, including but not limited to vegetation management, system strengthening and public safety education. More info at [nvenergy.com/ndpp](http://nvenergy.com/ndpp).

In NV Energy's June 1, 2020, General Rate Case (GRC) filing for southern Nevada, the company requested a historic \$120 million reduction in its revenue requirement. This bill includes a one-time credit reflecting an approved early distribution of the reduction.

**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TTY: 711 - Hearing Impaired service available 24/7 days a week.

Please return this portion with payment - to ensure timely processing do not use staples or tape

**ACCOUNT NUMBER:** 3000248104616348974**Customer Number:** 2481046

Service 3611 LINDELL RD HS HS  
Address: LAS VEGAS, NV 89103

**No Payment Required****\$7.98 CR**

**Enter Amount Enclosed:** \$

**Credit Balance - No Payment is required****Payment Options:**

Online at [nvenergy.com](http://nvenergy.com) or call (844) 343-3719  
At any of our authorized Shop & Pay locations  
By phone: (800) 253-8084 (debit/credit card)  
By mail: PO Box 30150, Reno, NV 89520-3150

10/5/20 8:09 PM 0 0016558 20201012 PJ30A9 NOPRINT 1 oz 1 PJ30/AS0000 161561 BC



LYNITA S. NELSON  
ATTN: UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



3000248104616348974 0000000000 0000004764 0 008

**AA3129**  
**LSN000641**

Questions about your bill: (702) 402-5555 or (800) 331-3103 [www.nvenergy.com](http://www.nvenergy.com)  
Office located at: 6226 West Sahara Ave, Las Vegas, NV 89146.

BILLING DATE: Oct 10, 2020		ACCOUNT NUMBER: 3000248104616348974	DATE DUE:	AMOUNT DUE: \$7.98 CR
Total Electric Service Amount			\$47.64	that is first applied to any unpaid item(s). Additional rate reductions as a result of this case will take effect on January 1, 2021.
Miscellaneous Charges & Adjustments				
GRC Credit			52.97 CR	Details about payment programs and resources are available at <a href="http://nvenergy.com/covid19">nvenergy.com/covid19</a> and at <a href="http://nvenergy.com/covidhelp">nvenergy.com/covidhelp</a> .
Local Government Fee		5%	2.65 CR	
Total Miscellaneous Charges & Adjustments			\$55.62 CR	
Your account shows a credit balance. No payment is required.				

### Customer Assistance

If you wish to dispute any bill, charge or service, NV Energy will promptly investigate the matter. However, to avoid termination of service, all charges must be paid during the investigation period. If you are not satisfied with our final decision, you may contact the Public Utilities Commission (702) 486-2600. Online at [puc.nv.gov](http://puc.nv.gov) or at 8075 West Diablo Drive, Suite 250, Las Vegas, Nevada 89148.

### Additional Information

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**Rules and Regulations:** Rules, regulations, and rate schedules are available for public inspection at [nvenergy.com/rates](http://nvenergy.com/rates).

**Payments & Due Date:** Bills for service are rendered and due monthly by the due date. Your bill becomes past due on the next meter read date, at which time a 1.5% late fee is applied. All payments made by check authorize NV Energy to initiate an electronic debit. Checks will not be returned and funds may be withdrawn the same day. Please make checks payable to NV Energy.

**Payment Arrangements:** If you have difficulty making a payment, we are here to help. Give us a call so we can review all the options available to assist you.

**Interruption in Service:** NV Energy may issue a termination of service notice and may require a security deposit for delinquent payments.

**Good Pay Forgiveness:** Life happens - payments get lost, transactions don't go through, time slips away. Whatever the reason, we understand and forgive a missed payment one time for customers with excellent payment history, so you don't face possible service interruptions.

AA3130  
LSN000642





E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	29	11.1
Last Year	29	11.2
Cost Per Day This Month: \$1.70		

**Usage in total electric kilowatt hours**

Last Year

This Year

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond our control, we may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
CC030792371	kWh	Oct 7, 2020 to Nov 5, 2020	29	31,187	31,508	1	321

**Charge Details**

Electric Consumption	321.000	kWh	x	0.06492	20.84
Deferred Energy Adjustment	321.000	kWh	x	0.00287 CR	0.92 CR
Temp. Green Power Financing	321.000	kWh	x	0.00068	0.22
Renewable Energy Program	321.000	kWh	x	0.00028 CR	0.09 CR
Energy Efficiency Charge	321.000	kWh	x	0.00126	0.40
Natural Disaster Protection Plan	321.000	kWh	x	0.00025	0.08
Tax Reduction	321.000	kWh	x	0.00319 CR	1.02 CR
Basic Service Charge					27.25
Local Government Fee				5%	2.34
Universal Energy Charge	321.000	kWh	x	0.00039	0.13

**Total Electric Service Amount****\$49.23**

**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TTY: 711 - Hearing impaired service available 24/7 days a week.

**ACCOUNT NUMBER:** 3000248104616348974**Customer Number:** 2481046

**Service** 3611 LINDELL RD HS HS  
**Address:** LAS VEGAS, NV 89103

**Amount Due By:** Dec 1, 2020**\$41.25****Do Not Send Payment**

The above amount will be withdrawn from your bank account on the due date.

10/27/20 8:17 AM 0 0014785 20201110 PK4759 NOPRINT 1 of 1 PK47590300 161548 BC



LYNITA S. NELSON  
ATTN: UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



3000248104616348974 0000004125 0000004923 0 008

**AA3131**  
**LSN000643**

### Customer Assistance

If you wish to dispute any bill, charge or service, NV Energy will promptly investigate the matter. However, to avoid termination of service, all charges must be paid during the investigation period. If you are not satisfied with our final decision you may contact the Public Utilities Commission (702) 486 2600, Online at [puc.nv.gov](http://puc.nv.gov) or at 9075 West Diablo Drive, Suite 250, Las Vegas, Nevada 89148.

### Additional Information

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AA3132  
LSN000644



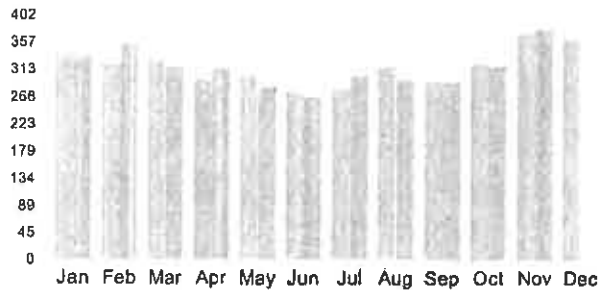
E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	33	11.6
Last Year	33	11.3
Cost Per Day This Month: \$1.61		

Usage in total electric kilowatt hours  
\$ Last Year      \$ This Year

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond control, you may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
CC030792371	kWh	Nov 5, 2020 to Dec 8, 2020	33	31,508	31,890	1	382

**Charge Details**

Electric Consumption	382.000	kWh	x	0.06492	24.80
Deferred Energy Adjustment	382.000	kWh	x	0.00287 CR	1.10 CR
Temp. Green Power Financing	382.000	kWh	x	0.00068	0.26
Renewable Energy Program	382.000	kWh	x	0.00028 CR	0.11 CR
Energy Efficiency Charge	382.000	kWh	x	0.00126	0.48
Natural Disaster Protection Plan	382.000	kWh	x	0.00025	0.10
Tax Reduction	382.000	kWh	x	0.00319 CR	1.22 CR
Basic Service Charge					27.25
Local Government Fee				5%	2.52
Universal Energy Charge	382.000	kWh	x	0.00039	0.15

**Total Electric Service Amount** **\$53.13**

**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TTY: 711 - Hearing impaired service available 24/7 days a week.



ACCOUNT NUMBER: 3000248104616348974

Customer Number: 2481046

Service 3611 LINDELL RD HS HS  
Address: LAS VEGAS, NV 89103

**Amount Due By:** Dec 31, 2020  
**\$53.13**

**Do Not Send Payment**

The above amount will be withdrawn from your bank account on the due date.

12/09/20 11:17 AM @ 0044477 20201211 PL41V9 MOPRINT 1 of 1 PL41V90000 181868 NC



LYNITA S. NELSON  
ATTN: UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



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AA3133  
LSN000645



B A12 B12 DOUBLEBSC

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

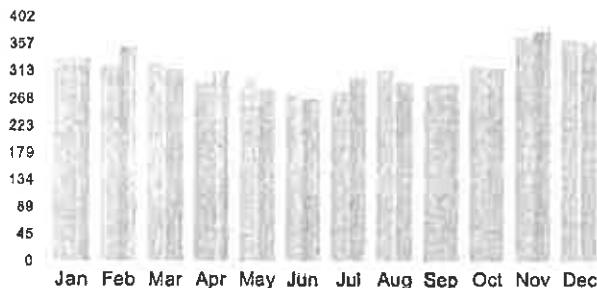
**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	31	11.7
Last Year	31	11.9
Cost Per Day This Month: \$1.67		

**Usage in total electric kilowatt hours**

Last Year

This Year

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond control, you may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
CC030792371	kWh	Dec 8, 2020 to Jan 8, 2021	31	31,890	32,254	1	364

**Charge Details**

Electric Consumption (Prior Rate)	271.000	kWh	x	0.06492	17.59
Electric Consumption (New Rate)	93.000	kWh	x	0.06082	5.66
Deferred Energy Adjustment (Prior Rate)	271.000	kWh	x	0.00287 CR	0.78 CR
Temp. Green Power Financing	364.000	kWh	x	0.00068	0.25
Renewable Energy Program	364.000	kWh	x	0.00028 CR	0.10 CR
Energy Efficiency Charge	364.000	kWh	x	0.00126	0.46
Natural Disaster Protection Plan	364.000	kWh	x	0.00025	0.09
Tax Reduction (Prior Rate)	271.000	kWh	x	0.00319 CR	0.86 CR
Basic Service Charge (Prior Rate)					20.22
Basic Service Charge (New Rate)					6.58
Local Government Fee				5%	2.46
Universal Energy Charge	364.000	kWh	x	0.00039	0.14

**Total Electric Service Amount****\$51.71**

**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TTY: 711 - Hearing Impaired service available 24/7 days a week.

**ACCOUNT NUMBER: 3000248104616348974****Customer Number: 2481046**

Service **3611 LINDELL RD HS HS**  
Address: **LAS VEGAS, NV 89103**

**Amount Due By: Feb 1, 2021**  
**\$51.71**

**Do Not Send Payment**

The above amount will be withdrawn from your bank account on the due date.

1/17/21 11:42 AM 0 0025895 20210113 RA4018 NOPRINT 1 of 1 RA40180500 181588 EG



LYNITA S. NELSON  
ATTN:UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



3000248104616348974 0000005171 0000005171 0 004

**AA3134**  
**LSN000646**



E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

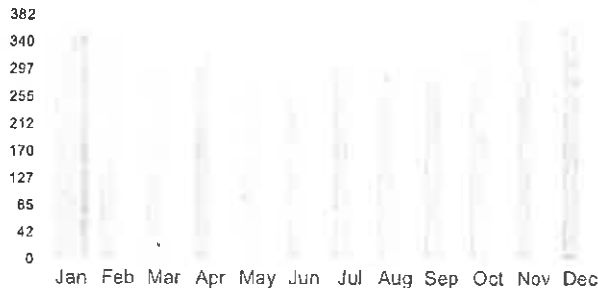
**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	31	11.5
Last Year	29	11.7
Cost Per Day This Month: \$1.63		

**Usage in total electric kilowatt hours**

Last Year

This Year

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond control, you may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
CC030792371	kWh	Jan 8, 2021 to Feb 8, 2021	31	32,254	32,611	1	357

**Charge Details**

Electric Consumption	357.000	kWh	x	0.06082	21.71
Temp. Green Power Financing	357.000	kWh	x	0.00068	0.24
Renewable Energy Program	357.000	kWh	x	0.00028 CR	0.10 CR
Energy Efficiency Charge	357.000	kWh	x	0.00126	0.45
Natural Disaster Protection Plan	357.000	kWh	x	0.00025	0.09
Basic Service Charge					25.50
Local Government Fee				5%	2.39
Universal Energy Charge	357.000	kWh	x	0.00039	0.14

**Total Electric Service Amount****\$50.42****Amount Due By: Mar 2, 2021****\$50.42**

Amount will be withdrawn from your bank account on the due date.

**Account: 3000248104616348974****Customer Number: 2481046****Premises Number: 1634897****Billing Date: Feb 11, 2021****Next Read Date: Mar 9, 2021****Account Summary**

Previous Account Balance 51.71

Payment - Jan 31, 2021 51.71 CR

Electric Charges 50.42

**Current Amount Due \$50.42**

**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TTY: 711 - Hearing impaired service available 24/7 days a week.

**ACCOUNT NUMBER: 3000248104616348974****Customer Number: 2481046**

**Service** 3611 LINDELL RD HS HS  
**Address:** LAS VEGAS, NV 89103

**Amount Due By: Mar 2, 2021****\$50.42****Do Not Send Payment**

The above amount will be withdrawn from your bank account on the due date.

2/10/21 3:07 PM 0 0014873 20210211 104616348974 1 of 1 0041000000 101500 BC



LYNITA S. NELSON  
ATTN: UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



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**AA3135**  
**LSN000647**

### Customer Assistance

If you wish to dispute any bill, charge or service, NV Energy will promptly investigate the matter. However, to avoid termination of service, all charges must be paid during the investigation period. If you are not satisfied with our final decision, you may contact the Public Utilities Commission (702) 486-2600, Online at [puc.nv.gov](http://puc.nv.gov) or at 9075 West Diablo Drive, Suite 250, Las Vegas, Nevada 89148.

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**Payment Arrangements:** If you have difficulty making a payment, we are here to help. Give us a call so we can review all the options available to assist you.

**Interruption in Service:** NV Energy may issue a termination of service notice and may require a security deposit for delinquent payments.

**Good Pay Forgiveness:** Life happens - payments get lost, transactions don't go through, time slips away. Whatever the reason, we understand. We forgive a missed payment one time for customers with excellent payment history, so you don't face possible service interruptions.

AA3136  
LSN000648



E A12 B12

LYNITA S. NELSON  
3611 LINDELL RD HS HS  
LAS VEGAS, NV 89103

**Electric Usage: General Service****Average Daily Electric Usage**

Usage	No. Days	Avg Daily kWh
This Month	29	11.0
Last Year	32	11.1
Cost Per Day This Month: \$1.65		

**Usage in total electric kilowatt hours**

Last Year

This Year

**Meter Information**

If NV Energy is unable to read your meter because of circumstances beyond control, you may be billed based on estimated usage for that billing period.

Meter#	Type	Service Period	Bill Days	Previous	Current	Multiplier	Usage
CC030792371	kWh	Feb 8, 2021 to Mar 9, 2021	29	32,611	32,931	1	320

**Charge Details**

Electric Consumption	320.000	kWh	x	0.06082	19.46
Temp. Green Power Financing	320.000	kWh	x	0.00068	0.22
Renewable Energy Program	320.000	kWh	x	0.00028 CR	0.09 CR
Energy Efficiency Charge	320.000	kWh	x	0.00126	0.40
Natural Disaster Protection Plan	320.000	kWh	x	0.00025	0.08
Basic Service Charge					25.50
Local Government Fee				5%	2.28
Universal Energy Charge	320.000	kWh	x	0.00039	0.12

**Total Electric Service Amount****\$47.97**

**Customer Service:** (702) 402-5555 or (800) 331-3103 Toll Free 24/7, excluding holidays **Emergencies:** (702) 402-2900  
Para servicio en español (702) 402-5554. TDD/TTY: 711 - Hearing impaired service available 24/7 days a week.

**ACCOUNT NUMBER:** 3000248104616348974**Customer Number:** 2481046

**Service** 3611 LINDELL RD HS HS  
**Address:** LAS VEGAS, NV 89103

**Amount Due By:** Mar 30, 2021**\$47.97****Do Not Send Payment**

The above amount will be withdrawn from  
your bank account on the due date.

2/9/21 3:27 PM 0 0015051 20210317 RCAJ19 N.O/P/MT 1 of 1 RCAJ190000 161568 EC



LYNITA S. NELSON  
ATTN:UNIT 156-164  
10170 W TROPICANA AVE STE 156  
LAS VEGAS NV 89147-2602



89520



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**AA3137**  
**LSN000649**

## Customer Assistance

If you wish to dispute any bill, charge or service, NV Energy will promptly investigate the matter. However, to avoid termination of service, all charges must be paid during the investigation period. If you are not satisfied with our final decision, you may contact the Public Utilities Commission (702) 486-2600, Online at [puc.nv.gov](http://puc.nv.gov) or at 9075 West Diablo Drive, Suite 250, Las Vegas, Nevada 89148.

## Additional Information

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AA3138

LSN000650



# Las Vegas Valley Water District

(800) 252-2011

(702) 870-4194

lvvwd.com

Page 1 of 2

Customer Name: LSN NEVADA TRUST  
Account Number: 7033522962-4  
Billing Date: 03/16/2020  
Due Date: 04/13/2020

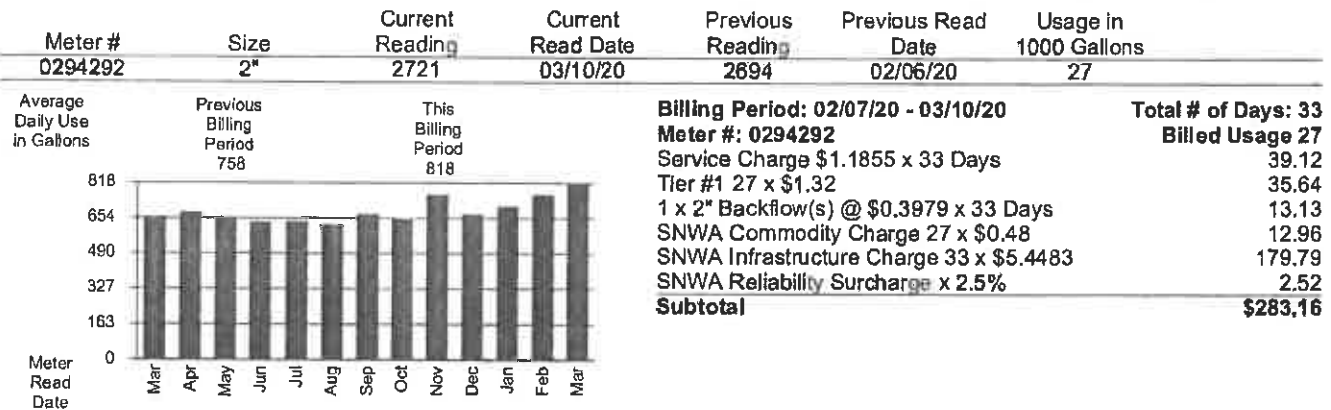
You are in Watering Group E  
Spring Watering (March-April): M, W, F

**Please pay total by due date to avoid a 4% late charge.  
Failure to pay by the due date specified may result in an  
assessment or an increase of security deposit.**

Account Summary	
Previous Balance	245.66
Payment(s) Received	-245.66
Current Charges	283.16
Bill Corrections and Adjustments	0.00
Late Charges	0.00
<b>Amount Due on 04/13/2020</b>	<b>\$283.16</b>

Service Address: 3611 LINDELL RD

This Service is in Watering Group E



**Water ONLY on your 3 assigned days a week in SPRING]**  
It's the law. Avoid a water waste fine.  
Find your assigned days at the top of your bill or visit [lvvwd.com](http://lvvwd.com).

Please detach at perforation and return with payment.



Check box for address change.  
Print on reverse side.

Pay by Phone or Online:  
(800) 252-2011 (702) 870-4194 [lvvwd.com](http://lvvwd.com)

Account Number: 7033522962-4

Your payment is due 04/13/2020.

Amount Due:

**\$283.16**

A 4% late charge will be charged on all outstanding balances.

Bill Date: 03/16/2020

Make check payable to "Water District"

LSN NEVADA TRUST  
10170 W TROPICANA AVE STE 156-164  
LAS VEGAS NV 89147-8465

LVVWD  
PO BOX 2921  
PHOENIX AZ 85062-2921



7 03352296200000000000000002831654

AA3139  
LSN000651

LAS VEGAS VALLEY WATER DISTRICT • 1001 SOUTH VALLEY VIEW BOULEVARD • LAS VEGAS, NEVADA 89153

**HOW TO REACH US****Customer Services**

(Start Service, Stop Service, Billing Inquiries)

**Toll-Free****General Information****Online****(702) 870-4194****(800) 252-2011****(702) 870-2011****lvvwd.com****BUSINESS HOURS**

Monday - Friday (Phones)

7 a.m. - 6 p.m.

Monday-Thursday (Lobby closed Fridays &amp; Holidays)

7 a.m. - 6 p.m.

**MAKING YOUR PAYMENT**

**When:** Your payment must be received IN our office BY 6 p.m. on the due date. Failure to make payment prior to this time will result in a 4% late charge on the unpaid balance.

**How:**

- Pay by mail: Allow 5 - 7 business days to post.
- Pay by 24-hour onsite drop boxes (checks only) Allow the next business day to post.
- Pay at **lvvwd.com** (credit cards accepted): Allow 2 business days to post.
- Pay by your Web payment site: Allow 3-5 business days to post.
- Pay by phone with a credit card: Payment posts immediately when you call during business hours.
- Pay in person at our offices during business hours: Payment posts immediately.
- Pay by our satellite payment sites across the valley: Allow 3 business days to post.

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**WATER-SMART RESOURCES**

The Water District, as a member agency of the Southern Nevada Water Authority (SNWA) offers many free resources to help you save water and money. Visit **snwa.com** or call the SNWA Conservation Helpline at **(702) 258-SAVE (7283)** for incentive programs, Water Smart Landscapes rebate program information, free publications and videos, seasonal watering tips and more.

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Outdoor watering restrictions are **MANDATORY** for all metropolitan-area Water District customers. You may use sprinklers only on the day(s) assigned to your watering group. Your assigned watering group is printed on the front of your bill. For more information or a detailed watering schedule, visit **lvvwd.com** or call Customer Services at **(702) 870-4194**.

Sprinkler use is prohibited from 11 a.m. to 7 p.m., May 1 through Aug. 31. Failure to comply with watering restrictions, seasonal time-of-day watering restrictions and other provisions of the Water District Service Rules related to water usage may result in a water-waste fee on your bill.

Small-system customers in Blue Diamond, Jean, Kyle Canyon and Searchlight should consult their system pages on **lvvwd.com** and the district's "Water Watch" customer newsletter for watering information.

**MANDATORY WATERING RESTRICTIONS**

Watering is prohibited during the following times: 11 a.m. to 7 p.m. from May 1 through August 31. Watering is also prohibited on the following days: Mondays, Wednesdays, and Fridays. Watering is also prohibited on the following days: Tuesdays, Thursdays, and Saturdays. Watering is also prohibited on the following days: Sundays and public holidays.

Watering Group	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
A	Monday	Tuesday, Wednesday, Friday	Monday, Saturday				
B	Tuesday	Wednesday, Thursday, Saturday	Monday, Saturday				
C	Wednesday	Thursday, Friday, Sunday	Monday, Saturday				
D	Thursday	Friday, Saturday, Sunday	Monday, Saturday				
E	Friday	Saturday, Sunday	Monday, Saturday				
F	Saturday	Sunday, Monday, Tuesday	Monday, Saturday				

**MAILING ADDRESS CHANGE REQUEST FOR EXISTING ACCOUNTS ONLY**

(To start water service at a new address, call Customer Services at (702) 870-4194 or visit our Web site at **lvvwd.com** for more information.)

☐ P.O. Box / PMB ☐ Apartment / Suite / Unit ☐ APO/FPO

Address

Address

City

State  Zip Code  Country

Telephone  Signature

**AA3140**  
**LSN000652**

LSN NEVADA TRUST  
NELSON LYNITA SUE TRS  
10170 W TROPICANA AVE STE 156-164  
LAS VEGAS NV 89147-8465

page 1 of 2

### What You Need To Know

- Check our Website for updated Payment Options as our lobby may be closed.
- Please make checks payable to Clark County Water Reclamation District (CCWRD)

### ERU Breakdown

Billable ERUs	10.80
Fixtures	24

### Account Information

Bill Date	04/01/2020
Account Number	8287120000
Account Name	NELSON OFFICE BUILDING
Service Address	3611 LINDELL RD LAS VEGAS, NV 89103-1241

### Account Detail

#### Annual Billing Period 07/01/19 - 06/30/20

Annual Sewer Service Rate: \$227.16 per ERU

#### Current Charges

Prior Charges	59.69
Annual Sewer Service	2453.33
Annual Account Charge	16.00
Additional Adj / Penalties	122.66

#### Payments / Credits

Previous Payments	-1294.36
Current Payments	0.00
Total Payments	\$-1294.36

### Account Summary - Amount Due

Total Annual Charges	2529.02
Total Payments	-1294.36
Total Adjustments	122.66
Balance Due	1357.32

pd 12/16/19 \$617.33

Account Number: 8287120000	
Total Remaining Balance	1357.32
Minimum Due Due by 04/30/2020	1357.32

### Amount Enclosed:

Service Address: 3611 LINDELL RD  
Parcel Number: 163-13-205-001

Pay your bill at: [www.cleanwaterteam.com](http://www.cleanwaterteam.com)  
Thank you for your payment!

(QESP)10:T151:068372:001:1100: CCWD-100



Clark County Water Reclamation District  
5857 E Flamingo Rd  
Las Vegas, NV 89122

ELECTRONIC SERVICE REQUESTED

9379016370 PRESORT 18370 1 AV 0.386 P1C62 <B3>



LSN NEVADA TRUST  
NELSON LYNITA SUE TRS  
10170 W TROPICANA AVE STE 156-164  
LAS VEGAS NV 89147-8465

CLARK COUNTY WATER RECLAMATION DISTRICT  
PO BOX 512210  
LOS ANGELES, CA 90051-0210



010082871200000001357320000000000001357320082871200004

AA3141  
LSN000653

# Las Vegas Valley Water District

(800) 252-2011

(702) 870-4194

lvvwd.com

Page 1 of 2

Customer Name: LSN NEVADA TRUST

Account Number: 7033522962-4

Billing Date: 04/14/2020

Due Date: 05/11/2020

You are in Watering Group E

Spring Watering (March-April): M, W, F

**Please pay total by due date to avoid a 4% late charge.  
Failure to pay by the due date specified may result in an  
assessment or an increase of security deposit.**

## Account Summary

Previous Balance	283.16
Payment(s) Received	-283.16
Current Charges	243.81
Bill Corrections and Adjustments	0.00
Late Charges	0.00
<b>Amount Due on 05/11/2020</b>	<b>\$243.81</b>

Service Address: 3611 LINDELL RD

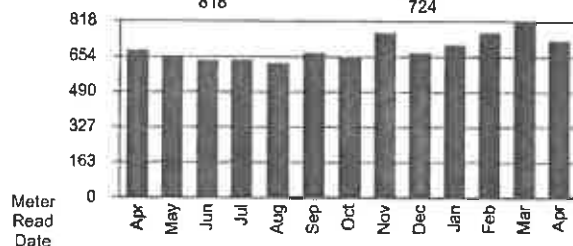
This Service is in Watering Group E

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage In 1000 Gallons
0294292	2"	2742	04/08/20	2721	03/10/20	21

Average Daily Use In Gallons

Previous Billing Period 818

This Billing Period 724



Billing Period: 03/11/20 - 04/08/20

Total # of Days: 29

Meter #: 0294292

Billed Usage 21

Service Charge \$1.1855 x 29 Days

34.38

Tier #1 21 x \$1.32

27.72

1 x 2" Backflow(s) @ \$0.3979 x 29 Days

11.54

SNWA Commodity Charge 21 x \$0.48

10.08

SNWA Infrastructure Charge 29 x \$5.4483

158.00

SNWA Reliability Surcharge x 2.5%

2.09

Subtotal

\$243.81

LVVWD is committed to ensuring your water quality and reliability. We do not anticipate any current scenario that would interrupt water availability to our community. While the LVVWD customer service lobby is currently closed, customers can use the self-service bill payment kiosk outside the lobby or visit [lvvwd.com](http://lvvwd.com) to pay online and find account information.

We have temporarily suspended account shutoffs for delinquent accounts and/or nonpayment, due to COVID-19.

Please detach at perforation and return with payment.



Check box for address change.  
Print on reverse side.

Pay by Phone or Online:

(800) 252-2011

(702) 870-4194

[lvvwd.com](http://lvvwd.com)

Account Number: 7033522962-4

Amount Due:

Your payment is due 05/11/2020.

**\$243.81**

A 4% late charge will be charged on all outstanding balances.

Bill Date: 04/14/2020

Make check payable to "Water District"



LSN NEVADA TRUST  
10170 W TROPICANA AVE STE 156-164  
LAS VEGAS NV 89147-8465

LVVWD  
PO BOX 2921  
PHOENIX AZ 85062-2921



7 03352296200000000000000002438144

AA3142  
LSN000654

## WATER-SMART RESOURCES

LSN000655

# Las Vegas Valley Water District

(800) 252-2011

(702) 870-4194

lvvwd.com

Page 1 of 2

**Customer Name:** LSN NEVADA TRUST

**Account Number:** 7033522962-4

**Billing Date:** 05/12/2020

**Due Date:** 06/08/2020

You are in Watering Group E

Summer Watering (May-Aug.): Any Day except Sunday

*Please pay total by due date to avoid a 4% late charge.  
Failure to pay by the due date specified may result in an  
assessment or an increase of security deposit.*

## Account Summary

Previous Balance	243.81
Payment(s) Received	-243.81
Current Charges	242.27
Bill Corrections and Adjustments	0.00
Late Charges	0.00
<b>Amount Due on 06/08/2020</b>	<b>\$242.27</b>

**Service Address:** 3611 LINDELL RD

**This Service is in Watering Group E**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0294292	2"	2766	05/06/20	2742	04/08/20	24

Average Daily Use in Gallons	Previous Billing Period 724	This Billing Period 857
------------------------------	-----------------------------	-------------------------

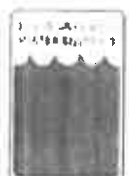
  
  

<b>Billing Period:</b> 04/09/20 - 05/06/20	<b>Total # of Days:</b> 28
<b>Meter #:</b> 0294292	<b>Billed Usage:</b> 24
Service Charge \$1.1855 x 28 Days	33.19
Tier #1 24 x \$1.32	31.68
1 x 2" Backflow(s) @ \$0.3979 x 28 Days	11.14
SNWA Commodity Charge 24 x \$0.48	11.52
SNWA Infrastructure Charge 28 x \$5.4483	152.55
SNWA Reliability Surcharge x 2.5%	2.19
<b>Subtotal</b>	<b>\$242.27</b>

**LVVWD is committed to ensuring your water quality and reliability.** Look for your Water Quality Report in June in the mail and online at [lvvwd.com](http://lvvwd.com), where you also may pay your bill and find account information. We have temporarily suspended customer shutoffs for delinquent accounts and/or nonpayment due to COVID-19.

**Summer watering reminder May 1-Aug. 31:** Sprinkler use prohibited 11 a.m.-7 p.m. Sunday watering prohibited.

Please detach at perforation and return with payment.



Check box for address change.  
Print on reverse side.

Pay by Phone or Online:

(800) 252-2011

(702) 870-4194

[lvvwd.com](http://lvvwd.com)

**Account Number:** 7033522962-4

**Your payment is due 06/08/2020.**

**Amount Due:**

**\$242.27**

A 4% late charge will be charged on all outstanding balances.

Bill Date: 05/12/2020

Make check payable to "Water District"



LSN NEVADA TRUST  
10170 W TROPICANA AVE STE 156-164  
LAS VEGAS NV 89147-8465

LVVWD  
PO BOX 2921  
PHOENIX AZ 85062-2921



7 03352296200000000000000002422724

**AA3144**  
**LSN000656**

LAS VEGAS VALLEY WATER DISTRICT • 1001 SOUTH VALLEY VIEW BOULEVARD • LAS VEGAS, NEVADA 89153

**HOW TO REACH US****Customer Services**

(Start Service, Stop Service, Billing Inquiries)

**(702) 870-4194****Toll-Free****(800) 252-2011****General Information****(702) 870-2011****Online****lvvwd.com****BUSINESS HOURS**

Monday - Friday (Phones)

**7 a.m. - 6 p.m.**

Monday-Thursday (Lobby closed Fridays &amp; Holidays)

**7 a.m. - 6 p.m.****MAKING YOUR PAYMENT**

**When:** Your payment must be received IN our office BY 6 p.m. on the due date. Failure to make payment prior to this time will result in a 4% late charge on the unpaid balance.

**How:**

- Pay by mail: Allow 5 - 7 business days to post.
- Pay by 24-hour onsite drop boxes (checks only). Allow the next business day to post.
- Pay at **lvvwd.com** (credit cards accepted): Allow 2 business days to post.
- Pay by your Web payment site: Allow 3-5 business days to post.
- Pay by phone with a credit card: Payment posts immediately when you call during business hours.
- Pay in person at our offices during business hours: Payment posts immediately.
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Para información en español, por favor llame al **(702) 258-AGUA (2482)** o visite al **snwaenespanol.com**.

**LANDSCAPE WATERING RESTRICTIONS**

Outdoor watering restrictions are **MANDATORY** for all metropolitan-area Water District customers. You may use sprinklers only on the day(s) assigned to your watering group. Your assigned watering group is printed on the front of your bill. For more information or a detailed watering schedule, visit **lvvwd.com** or call Customer Services at **(702) 870-4194**.

Sprinkler use is prohibited from 11 a.m. to 7 p.m., May 1 through Aug. 31. Failure to comply with watering restrictions, seasonal time-of-day watering restrictions and other provisions of the Water District Service Rules related to water usage may result in a water-waste fee on your bill.

Small-system customers in Blue Diamond, Jean, Kyle Canyon and Searchlight should consult their system pages on **lvvwd.com** and the district's "Water Watch" customer newsletter for watering information.

MANDATORY WATERING RESTRICTIONS			
Water only on the assigned day(s) for your watering group. Sunday watering is prohibited. Check your bill for your watering days. Visit snwa.com or visit your water purveyor. And this is applicable for your irrigation clock.			
Watering Group	Winter November - February	Spring/Summer March - April, September - October	Fall November - February
A	Monday	Monday, Wednesday, Friday	Monday, Saturday
B	Tuesday	Tuesday, Thursday, Saturday	Monday, Saturday
C	Wednesday	Monday, Wednesday, Friday	Monday, Saturday
D	Thursday	Tuesday, Thursday, Saturday	Monday, Saturday
E	Friday	Monday, Wednesday, Friday	Monday, Saturday
F	Saturday	Tuesday, Thursday, Saturday	Monday, Saturday

**MAILING ADDRESS CHANGE REQUEST FOR EXISTING ACCOUNTS ONLY**

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☐ P.O. Box / PMB ☐ Apartment / Suite / Unit ☐ APO/FPO

Address

Address

City

State  Zip Code  Country

Telephone  Signature

**AA3145**  
**LSN000657**



# Las Vegas Valley Water District

(800) 252-2011

(702) 870-4194

lvvwd.com

Page 1 of 2

**Customer Name:** LSN NEVADA TRUST  
**Account Number:** 7033522962-4  
**Billing Date:** 06/10/2020  
**Due Date:** 07/06/2020

You are in Watering Group E  
 Summer Watering (May-Aug.): Any Day except Sunday

*Please pay total by due date to avoid a 4% late charge.  
 Failure to pay by the due date specified may result in an  
 assessment or an increase of security deposit.*

Account Summary	
Previous Balance	242.27
Payment(s) Received	-242.27
Current Charges	254.88
Bill Corrections and Adjustments	0.00
Late Charges	0.00
<b>Amount Due on 07/06/2020</b>	<b>\$254.88</b>

**Service Address: 3611 LINDELL RD**

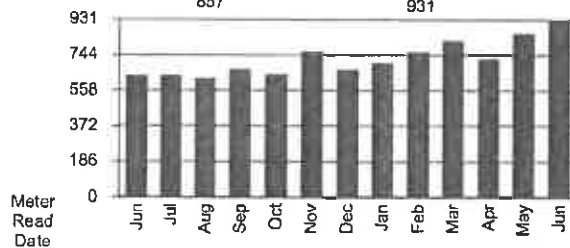
**This Service is in Watering Group E**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0294292	2"	2793	06/04/20	2766	05/06/20	27

Average Daily Use in Gallons

Previous Billing Period  
857

This Billing Period  
931



<b>Billing Period: 05/07/20 - 06/04/20</b>	<b>Total # of Days: 29</b>
<b>Meter #: 0294292</b>	<b>Billed Usage 27</b>
Service Charge \$1.1855 x 29 Days	34.38
Tier #1 27 x \$1.32	35.64
1 x 2" Backflow(s) @ \$0.3979 x 29 Days	11.54
SNWA Commodity Charge 27 x \$0.48	12.96
SNWA Infrastructure Charge 29 x \$5.4483	158.00
SNWA Reliability Surcharge x 2.5%	2.36
<b>Subtotal</b>	<b>\$254.88</b>

Learn the facts about your water  
 Look for your annual Water Quality Report in the mail.  
 Online: [lvvwd.com](http://lvvwd.com) (también disponible en español)

Please detach at perforation and return with payment.



☐ Check box for address change.  
 Print on reverse side.

Pay by Phone or Online:  
 (800) 252-2011 (702) 870-4194 [lvvwd.com](http://lvvwd.com)

**Account Number: 7033522962-4**

**Your payment is due 07/06/2020.**

**Amount Due:**

**\$254.88**

A 4% late charge will be charged on all outstanding balances.

Bill Date: 06/10/2020

Make check payable to "Water District"



LSN NEVADA TRUST  
 10170 W TROPICANA AVE STE 156-164  
 LAS VEGAS NV 89147-8465

LVVWD  
 PO BOX 2921  
 PHOENIX AZ 85062-2921



7 0335229620000000000000002548834

**AA3146**  
**LSN000658**



LAS VEGAS VALLEY WATER DISTRICT • 1001 SOUTH VALLEY VIEW BOULEVARD • LAS VEGAS, NEVADA 89153

**HOW TO REACH US****Customer Services**

(Start Service, Stop Service, Billing Inquiries)

Toll-Free

General Information

Online

**(702) 870-4194****(800) 252-2011****(702) 870-2011****lvvwd.com****BUSINESS HOURS**

Monday - Friday (Phones)

**7 a.m. - 6 p.m.**

Monday-Thursday (Lobby closed Fridays &amp; Holidays)

**7 a.m. - 6 p.m.****MAKING YOUR PAYMENT**

**When:** Your payment must be received IN our office BY 6 p.m. on the due date. Failure to make payment prior to this time will result in a 4% late charge on the unpaid balance.

**How:**

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- Pay by 24-hour onsite drop boxes (checks only). Allow the next business day to post.
- Pay at **lvvwd.com** (credit cards accepted): Allow 2 business days to post.
- Pay by your Web payment site: Allow 3-5 business days to post.
- Pay by phone with a credit card: Payment posts immediately when you call during business hours.
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Sprinkler use is prohibited from 11 a.m. to 7 p.m., May 1 through Aug. 31. Failure to comply with watering restrictions, seasonal time-of-day watering restrictions and other provisions of the Water District Service Rules related to water usage may result in a water-waste fee on your bill.

Small-system customers in Blue Diamond, Jean, Kyle Canyon and Searchlight should consult their system pages on **lvvwd.com** and the district's "Water Watch" customer newsletter for watering information.

**MANDATORY WATERING RESTRICTIONS**

Water days are the assigned day(s) for your watering group. Sunday watering is prohibited. Check your bill for your watering days. Visit **snwa.com** or call your water provider. Post this schedule on your property.



Watering Group	Watering Days	Watering Days	Watering Days
A	Monday	Monday, Wednesday, Friday	Monday - Saturday
B	Tuesday	Tuesday, Thursday, Saturday	Monday - Saturday
C	Wednesday	Monday, Wednesday, Friday	Monday - Saturday
D	Thursday	Tuesday, Thursday, Saturday	Monday - Saturday
E	Friday	Monday, Wednesday, Friday	Monday - Saturday
F	Saturday	Tuesday, Thursday, Saturday	Monday - Saturday

**MAILING ADDRESS CHANGE REQUEST FOR EXISTING ACCOUNTS ONLY**

(To start water service at a new address, call Customer Services at (702) 870-4194 or visit our Web site at **lvvwd.com** for more information.)

☐ P.O. Box / PMB ☐ Apartment / Suite / Unit ☐ APO/FPO

Address

Address

City

State  Zip Code  Country

Telephone  Signature

**AA3147****LSN000659**



# Las Vegas Valley Water District

(800) 252-2011

(702) 870-4194

lvvwd.com

Page 1 of 2

**Customer Name:** LSN NEVADA TRUST  
**Account Number:** 7033522962-4  
**Billing Date:** 07/14/2020  
**Due Date:** 08/10/2020

You are in Watering Group E  
 Summer Watering (May-Aug.): Any Day except Sunday

*Please pay total by due date to avoid a 4% late charge.  
 Failure to pay by the due date specified may result in an  
 assessment or an increase of security deposit.*

<b>Account Summary</b>	
Previous Balance	254.88
Payment(s) Received	-254.88
Current Charges	314.23
Bill Corrections and Adjustments	0.00
Late Charges	0.00
<b>Amount Due on 08/10/2020</b>	<b>\$314.23</b>

**Service Address: 3611 LINDELL RD**

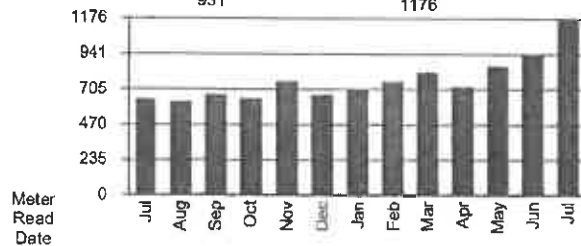
**This Service is in Watering Group E**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0294292	2"	2833	07/08/20	2793	06/04/20	40

Average Daily Use In Gallons

Previous Billing Period 931

This Billing Period 1176



**Billing Period: 06/05/20 - 07/08/20**  
**Meter #: 0294292**  
 Service Charge \$1.1855 x 34 Days 40.31  
 Tier #1 40 x \$1.32 52.80  
 1 x 2" Backflow(s) @ \$0.3979 x 34 Days 13.53  
 SNWA Commodity Charge 40 x \$0.48 19.20  
 SNWA Infrastructure Charge 34 x \$5.4483 185.24  
 SNWA Reliability Surcharge x 2.5% 3.15  
**Subtotal \$314.23**

**Total # of Days: 34**  
**Billed Usage 40**

**Report water waste ANYTIME at lvvwd.com]**  
**Attach photos and use your phone's GPS services to pinpoint location.**  
**No Sunday watering year-round.**  
**No sprinklers 11 a.m.-7 p.m. in summer]**

Please detach at perforation and return with payment.



☐ Check box for address change.  
 Print on reverse side.

Pay by Phone or Online:  
 (800) 252-2011 (702) 870-4194 lvvwd.com

**Account Number: 7033522962-4**

**Your payment is due 08/10/2020.**

**Amount Due:**

**\$314.23**

A 4% late charge will be charged on all outstanding balances.

Bill Date: 07/14/2020

Make check payable to "Water District"



LSN NEVADA TRUST  
 10170 W TROPICANA AVE STE 156-164  
 LAS VEGAS NV 89147-8465

LVVWD  
 PO BOX 2921  
 PHOENIX AZ 85062-2921



7 03352296200000000000000003142394

**AA3148**  
**LSN000660**

LAS VEGAS VALLEY WATER DISTRICT • 1001 SOUTH VALLEY VIEW BOULEVARD • LAS VEGAS, NEVADA 89153

**HOW TO REACH US****Customer Services**

(Start Service, Stop Service, Billing Inquiries)

**(702) 870-4194****Toll-Free****(800) 252-2011****General Information****(702) 870-2011****Online****lvvwd.com****BUSINESS HOURS**

Monday - Friday (Phones)

**7 a.m. - 6 p.m.**

Monday-Thursday (Lobby closed Fridays &amp; Holidays)

**7 a.m. - 6 p.m.****MAKING YOUR PAYMENT**

**When:** Your payment must be received IN our office BY 6 p.m. on the due date. Failure to make payment prior to this time will result in a 4% late charge on the unpaid balance.

**How:**

- Pay by mail: Allow 5 - 7 business days to post.
- Pay by 24-hour onsite drop boxes (checks only). Allow the next business day to post.
- Pay at **lvvwd.com** (credit cards accepted): Allow 2 business days to post.
- Pay by your Web payment site: Allow 3-5 business days to post.
- Pay by phone with a credit card: Payment posts immediately when you call during business hours.
- Pay in person at our offices during business hours: Payment posts immediately.
- Pay by our satellite payment sites across the valley: Allow 3 business days to post.

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**WATER-SMART RESOURCES**

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**LANDSCAPE WATERING RESTRICTIONS**

Outdoor watering restrictions are **MANDATORY** for all metropolitan-area Water District customers. You may use sprinklers only on the day(s) assigned to your watering group. Your assigned watering group is printed on the front of your bill. For more information or a detailed watering schedule, visit **lvvwd.com** or call Customer Services at **(702) 870-4194**.

Sprinkler use is prohibited from 11 a.m. to 7 p.m., May 1 through Aug. 31. Failure to comply with watering restrictions, seasonal time-of-day watering restrictions and other provisions of the Water District Service Rules related to water usage may result in a water-waste fee on your bill.

Small-system customers in Blue Diamond, Jean, Kyle Canyon and Searchlight should consult their system pages on **lvvwd.com** and the district's "Water Watch" customer newsletter for watering information.

MANDATORY WATERING RESTRICTIONS			
Water and/or the assigned day(s) for your watering group. Sprinkler watering is prohibited. Check your bill for your watering day(s). Visit <b>lvvwd.com</b> or call Customer Services for more information.			
<b>WATERING GROUP</b>	<b>WATERING DAY(S)</b>	<b>WATERING DAY(S)</b>	<b>WATERING DAY(S)</b>
<b>A</b>	Monday	Monday, Wednesday, Friday	Monday - Saturday
<b>B</b>	Tuesday	Tuesday, Thursday, Saturday	Monday - Saturday
<b>C</b>	Wednesday	Wednesday, Friday, Sunday	Monday - Saturday
<b>D</b>	Thursday	Thursday, Saturday, Sunday	Monday - Saturday
<b>E</b>	Friday	Friday, Sunday, Monday	Monday - Saturday
<b>F</b>	Saturday	Saturday, Sunday, Monday	Monday - Saturday

**MAILING ADDRESS CHANGE REQUEST FOR EXISTING ACCOUNTS ONLY**

(To start water service at a new address, call Customer Services at (702) 870-4194 or visit our Web site at **lvvwd.com** for more information.)

☐ P.O. Box / PMB ☐ Apartment / Suite / Unit ☐ APO/FPO

Address

Address

City

State  Zip Code  Country

Telephone  Signature

AA3149

LSN000661



# Las Vegas Valley Water District

(800) 252-2011

(702) 870-4194

lvvwd.com

Page 1 of 2

**Customer Name:** LSN NEVADA TRUST  
**Account Number:** 7033522962-4  
**Billing Date:** 08/12/2020  
**Due Date:** 09/08/2020

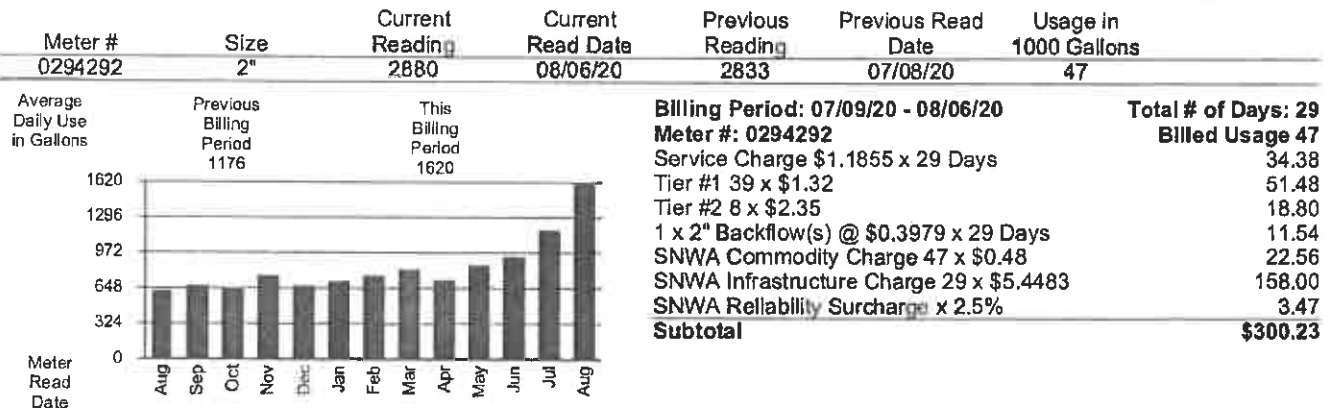
You are in Watering Group E  
 Summer Watering (May-Aug.): Any Day except Sunday

*Please pay total by due date to avoid a 4% late charge.  
 Failure to pay by the due date specified may result in an  
 assessment or an increase of security deposit.*

**Account Summary**  
 Previous Balance 314.23  
 Payment(s) Received -314.23  
 Current Charges 300.23  
 Bill Corrections and Adjustments 0.00  
 Late Charges 0.00  
**Amount Due on 09/08/2020 \$300.23**

**Service Address: 3611 LINDELL RD**

**This Service is in Watering Group E**



**SUMMER WATERING RESTRICTIONS IN EFFECT MAY 1-AUG. 31**

**Sunday watering prohibited**

**Sprinkler use prohibited 11 a.m.-7 p.m.**

Avoid water waste fines. Learn more at [lvvwd.com](http://lvvwd.com).

Please detach at perforation and return with payment.



Check box for address change.  
 Print on reverse side.



Bill Date: 08/12/2020

Pay by Phone or Online:  
 (800) 252-2011 (702) 870-4194 [lvvwd.com](http://lvvwd.com)

**Account Number: 7033522962-4**

**Your payment is due 09/08/2020.**

**Amount Due:**

**\$300.23**

A 4% late charge will be charged on all outstanding balances.

Make check payable to "Water District"



LSN NEVADA TRUST  
 10170 W TROPICANA AVE STE 156-164  
 LAS VEGAS NV 89147-8465

LVVWD  
 PO BOX 2921  
 PHOENIX AZ 85062-2921



7 03352296200000000000000003002354

**AA3150**  
**LSN000662**

LAS VEGAS VALLEY WATER DISTRICT • 1001 SOUTH VALLEY VIEW BOULEVARD • LAS VEGAS, NEVADA 89153

**HOW TO REACH US****Customer Services**

(Start Service, Stop Service, Billing Inquiries)

Toll-Free

General Information

Online

(702) 870-4194

(800) 252-2011

(702) 870-2011

lvvwd.com

**BUSINESS HOURS**

Monday - Friday (Phones)

7 a.m. - 6 p.m.

Monday-Thursday (Lobby closed Fridays &amp; Holidays)

7 a.m. - 6 p.m.

**MAKING YOUR PAYMENT**

**When:** Your payment must be received IN our office BY 6 p.m. on the due date. Failure to make payment prior to this time will result in a 4% late charge on the unpaid balance.

**How:**

- Pay by mail; Allow 5 - 7 business days to post.
- Pay by 24-hour onsite drop boxes (checks only). Allow the next business day to post.
- Pay at lvvwd.com (credit cards accepted): Allow 2 business days to post.
- Pay by your Web payment site: Allow 3-5 business days to post.
- Pay by phone with a credit card: Payment posts immediately when you call during business hours.
- Pay in person at our offices during business hours: Payment posts immediately.
- Pay by our satellite payment sites across the valley: Allow 3 business days to post.

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**BILLING QUESTIONS**

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**LANDSCAPE WATERING RESTRICTIONS**

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Sprinkler use is prohibited from 11 a.m. to 7 p.m., May 1 through Aug. 31. Failure to comply with watering restrictions, seasonal time-of-day watering restrictions and other provisions of the Water District Service Rules related to water usage may result in a water-waste fee on your bill.

Small-system customers in Blue Diamond, Jean, Kyle Canyon and Searchlight should consult their system pages on [lvvwd.com](http://lvvwd.com) and the district's "Water Watch" customer newsletter for watering information.

**MANDATORY WATERING RESTRICTIONS**

Watering is on the day(s) listed for your watering group. Sprinkler watering is prohibited when a table lists your watering group. Water District will post notices for each group. Post this schedule in a visible location.

Watering Group	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
A	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
B	Tuesday	Wednesday	Thursday	Friday	Saturday	Monday
C	Wednesday	Thursday	Friday	Saturday	Monday	Tuesday
D	Thursday	Friday	Saturday	Monday	Tuesday	Wednesday
E	Friday	Saturday	Monday	Tuesday	Wednesday	Thursday
F	Saturday	Monday	Tuesday	Wednesday	Thursday	Friday

**MAILING ADDRESS CHANGE REQUEST FOR EXISTING ACCOUNTS ONLY**

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☐ P.O. Box / PMB ☐ Apartment / Suite / Unit ☐ APO/FPO

Address

Address

City

State Zip Code Country

Telephone Signature

AA3151  
LSN000663



# Las Vegas Valley Water District

(800) 252-2011

(702) 870-4194

lvvwd.com

Page 1 of 2

**Customer Name:** LSN NEVADA TRUST

**Account Number:** 7033522962-4

**Billing Date:** 09/15/2020

**Due Date:** 10/12/2020

You are in Watering Group E

Fall Watering (Sept.-Oct.): M, W, F

**Please pay total by due date to avoid a 4% late charge.  
Failure to pay by the due date specified may result in an  
assessment or an increase of security deposit.**

## Account Summary

Previous Balance	300.23
Payment(s) Received	-300.23
Current Charges	352.46
Bill Corrections and Adjustments	0.00
Late Charges	0.00
<b>Amount Due on 10/12/2020</b>	<b>\$352.46</b>

**Service Address:** 3611 LINDELL RD

**This Service is in Watering Group E**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0294292	2"	2935	09/09/20	2880	08/06/20	55

<b>Average Daily Use in Gallons</b>	<b>Previous Billing Period</b>	<b>This Billing Period</b>
1620	1620	1617

<b>Billing Period:</b> 08/07/20 - 09/09/20	<b>Total # of Days:</b> 34
<b>Meter #:</b> 0294292	<b>Billed Usage:</b> 55
Service Charge \$1.1855 x 34 Days	40.31
Tier #1 45 x \$1.32	59.40
Tier #2 10 x \$2.35	23.50
1 x 2" Backflow(s) @ \$0.3979 x 34 Days	13.53
SNWA Commodity Charge 55 x \$0.48	26.40
SNWA Infrastructure Charge 34 x \$5.4483	185.24
SNWA Reliability Surcharge x 2.5%	4.08
<b>Subtotal</b>	<b>\$352.46</b>

Water 3 assigned days a week Sept. 1-Oct. 31.

Fall in. It's the law]

Get tips on watering smart at [snwa.com](http://snwa.com)

Hint: Drip systems and sprinkler systems are DIFFERENT]

Please detach at perforation and return with payment.



Check box for address change.  
Print on reverse side.

Pay by Phone or Online:

(800) 252-2011

(702) 870-4194

lvvwd.com

**Account Number:** 7033522962-4

**Your payment is due 10/12/2020.**

**Amount Due:**

**\$352.46**

A 4% late charge will be charged on all outstanding balances.



Bill Date: 09/15/2020



LSN NEVADA TRUST  
10170 W TROPICANA AVE STE 156-164  
LAS VEGAS NV 89147-8465

Make check payable to "Water District"

LVVWD  
PO BOX 2921  
PHOENIX AZ 85062-2921



7 03352296200000000000000003524654

AA3152  
LSN000664

LAS VEGAS VALLEY WATER DISTRICT • 1001 SOUTH VALLEY VIEW BOULEVARD • LAS VEGAS, NEVADA 89153

**HOW TO REACH US****Customer Services**

(Start Service, Stop Service, Billing Inquiries)

**(702) 870-4194****Toll-Free****(800) 252-2011****General Information****(702) 870-2011****Online****lvvwd.com****BUSINESS HOURS**

Monday - Friday (Phones)

**7 a.m. - 6 p.m.**

Monday-Thursday (Lobby closed Fridays &amp; Holidays)

**7 a.m. - 6 p.m.****MAKING YOUR PAYMENT**

**When:** Your payment must be received IN our office BY 6 p.m. on the due date. Failure to make payment prior to this time will result in a 4% late charge on the unpaid balance.

**How:**

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Small-system customers in Blue Diamond, Jean, Kyle Canyon and Searchlight should consult their system pages on **lvvwd.com** and the district's "Water Watch" customer newsletter for watering information.

MANDATORY WATERING RESTRICTIONS			
Water only on the assigned day(s) for your watering group. Sunday watering is permitted. Check your bill for your assigned day(s). All 1999-2000 customers are subject to the posted law. For more information, visit <b>lvvwd.com</b> .			
Watering Group	Monday	Tuesday	Wednesday
A	Monday	Monday, Wednesday, Friday	Monday, Saturday
B	Tuesday	Tuesday, Thursday, Saturday	Monday, Saturday
C	Wednesday	Monday, Wednesday, Friday	Monday, Saturday
D	Thursday	Monday, Wednesday, Friday	Monday, Saturday
E	Friday	Monday, Wednesday, Friday	Monday, Saturday
F	Saturday	Tuesday, Thursday, Saturday	Monday, Saturday

**MAILING ADDRESS CHANGE REQUEST FOR EXISTING ACCOUNTS ONLY**

(To start water service at a new address, call Customer Services at (702) 870-4194 or visit our Web site at **lvvwd.com** for more information.)

☐ P.O. Box / PMB ☐ Apartment / Suite / Unit ☐ APO/FPO

Address

Address

City

State  Zip Code  Country

Telephone  Signature

**AA3153**  
**LSN000665**



# Las Vegas Valley Water District

(800) 252-2011

(702) 870-4194

lvvwd.com

Page 1 of 2

**Customer Name:** LSN NEVADA TRUST  
**Account Number:** 7033522962-4  
**Billing Date:** 10/14/2020  
**Due Date:** 11/09/2020

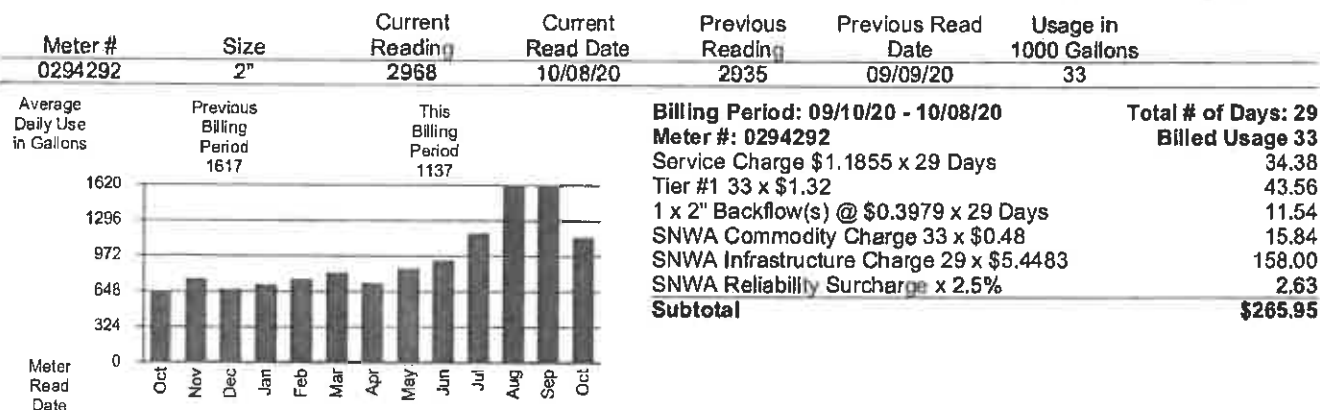
You are in Watering Group E  
 Fall Watering (Sept.-Oct.): M, W, F

*Please pay total by due date to avoid a 4% late charge.  
 Failure to pay by the due date specified may result in an  
 assessment or an increase of security deposit.*

<b>Account Summary</b>	
Previous Balance	352.46
Payment(s) Received	-352.46
Current Charges	265.95
Bill Corrections and Adjustments	0.00
Late Charges	0.00
<b>Amount Due on 11/09/2020</b>	<b>\$265.95</b>

**Service Address: 3611 LINDELL RD**

**This Service is in Watering Group E**



Text **CONSERVE** to 85357

We'll text you seasonal reminders to change your irrigation clock]

**Report water waste ANYTIME at lvvwd.com]**

Attach photos and use your phone's GPS services to pinpoint location.

Please detach at perforation and return with payment.



Check box for address change.  
 Print on reverse side.

Pay by Phone or Online:

(800) 252-2011

(702) 870-4194

lvvwd.com

**Account Number: 7033522962-4**

**Amount Due:**

**Your payment is due 11/09/2020.**

**\$265.95**

A 4% late charge will be charged on all outstanding balances.

Make check payable to "Water District"



LSN NEVADA TRUST  
 10170 W TROPICANA AVE STE 156-164  
 LAS VEGAS NV 89147-8465

LVVWD  
 PO BOX 2921  
 PHOENIX AZ 85062-2921



7 03352296200000000000000002659514

**AA3154**  
**LSN000666**



Bill Date: 10/14/2020



LAS VEGAS VALLEY WATER DISTRICT • 1001 SOUTH VALLEY VIEW BOULEVARD • LAS VEGAS, NEVADA 89153

**HOW TO REACH US****Customer Services**

(Start Service, Stop Service, Billing Inquiries)

**(702) 870-4194****Toll-Free****(800) 252-2011****General Information****(702) 870-2011****Online****lvvwd.com****BUSINESS HOURS**

Monday - Friday (Phones)

**7 a.m. - 6 p.m.**

Monday-Thursday (Lobby closed Fridays &amp; Holidays)

**7 a.m. - 6 p.m.****MAKING YOUR PAYMENT**

**When:** Your payment must be received IN our office BY 6 p.m. on the due date. Failure to make payment prior to this time will result in a 4% late charge on the unpaid balance.

**How:**

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Small-system customers in Blue Diamond, Jean, Kyle Canyon and Searchlight should consult their system pages on **lvvwd.com** and the district's "Water Watch" customer newsletter for watering information.


**MANDATORY WATERING RESTRICTIONS**  
 Water only on the assigned day(s) for your watering group. Sunday watering is prohibited. There is a fine for watering during the prohibited time or on the wrong day(s). Visit **lvvwd.com** for more information.

Watering Group	Watering Days	Watering Days	Watering Days
A	Monday	Monday, Wednesday, Friday	Monday, Saturday
B	Tuesday	Tuesday, Thursday, Saturday	Monday, Saturday
C	Wednesday	Monday, Wednesday, Friday	Monday, Saturday
D	Thursday	Tuesday, Thursday, Saturday	Monday, Saturday
E	Friday	Monday, Wednesday, Friday	Monday, Saturday
F	Saturday	Tuesday, Thursday, Saturday	Monday, Saturday

**MAILING ADDRESS CHANGE REQUEST FOR EXISTING ACCOUNTS ONLY**

(To start water service at a new address, call Customer Services at (702) 870-4194 or visit our Web site at **lvvwd.com** for more information.)

☐ P.O. Box / PMB ☐ Apartment / Suite / Unit ☐ APO/FPO

Address

Address

City

State  Zip Code  Country

Telephone  Signature

**AA3155**  
**LSN000667**



# Las Vegas Valley Water District

(800) 252-2011

(702) 870-4194

lvvwd.com

Page 1 of 2

**Customer Name:** LSN NEVADA TRUST

**Account Number:** 7033522962-4

**Billing Date:** 11/12/2020

**Due Date:** 12/07/2020

You are in Watering Group E

Winter Watering (Nov.-Feb.): Friday

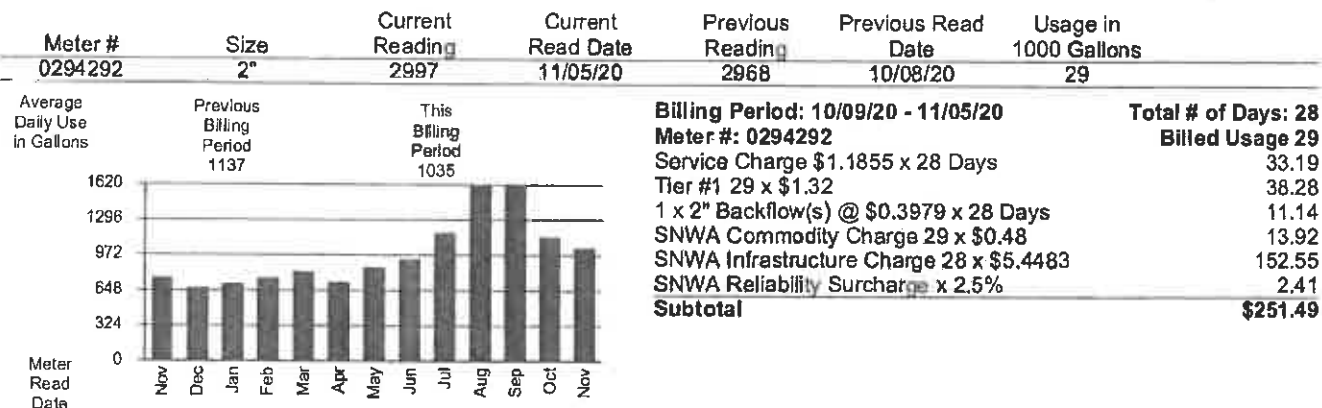
**Please pay total by due date to avoid a 4% late charge.  
Failure to pay by the due date specified may result in an  
assessment or an increase of security deposit.**

## Account Summary

Previous Balance	265.95
Payment(s) Received	-265.95
Current Charges	251.49
Bill Corrections and Adjustments	0.00
Late Charges	0.00
<b>Amount Due on 12/07/2020</b>	<b>\$251.49</b>

**Service Address: 3611 LINDELL RD**

**This Service is in Watering Group E**



**Water 1 assigned day a week in WINTER, Nov. 1-Feb. 28.**

**CHANGE your watering clock]**

**Mandatory watering restrictions are in effect. It's the law.**

Your assigned watering day is printed on your bill.

Please detach at perforation and return with payment.



Check box for address change.  
Print on reverse side.

Pay by Phone or Online:

(800) 252-2011

(702) 870-4194

lvvwd.com

**Account Number: 7033522962-4**

**Your payment is due 12/07/2020.**

**Amount Due:**

**\$251.49**

A 4% late charge will be charged on all outstanding balances.



Bill Date: 11/12/2020



LSN NEVADA TRUST  
10170 W TROPICANA AVE STE 156-164  
LAS VEGAS NV 89147-8465

Make check payable to "Water District"

LVVWD  
PO BOX 2921  
PHOENIX AZ 85062-2921



7 0335229620000000000000002514944

AA3156

LSN000668

LAS VEGAS VALLEY WATER DISTRICT • 1001 SOUTH VALLEY VIEW BOULEVARD • LAS VEGAS, NEVADA 89153

**HOW TO REACH US****Customer Services**

(Start Service, Stop Service, Billing Inquiries)

Toll-Free

General Information

Online

(702) 870-4194

(800) 252-2011

(702) 870-2011

lvvwd.com

**BUSINESS HOURS**

Monday - Friday (Phones)

7 a.m. - 6 p.m.

Monday-Thursday (Lobby closed Fridays &amp; Holidays)

7 a.m. - 6 p.m.

**MAKING YOUR PAYMENT**

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**MANDATORY WATERING RESTRICTIONS**

Watering only on the day(s) listed for your watering group. Sprinkler watering is prohibited. Check your bill for your watering group and watering schedule. Visit [lvvwd.com](http://lvvwd.com) for more information.

Watering Group	Watering Days	Watering Days	Watering Days
A	Monday	Monday, Wednesday, Friday	Monday, Saturday
B	Tuesday	Tuesday, Thursday, Saturday	Monday, Saturday
C	Wednesday	Monday, Wednesday, Friday	Monday, Saturday
D	Thursday	Tuesday, Thursday, Saturday	Monday, Saturday
E	Friday	Monday, Wednesday, Friday	Monday, Saturday
F	Saturday	Tuesday, Thursday, Saturday	Monday, Saturday

**MAILING ADDRESS CHANGE REQUEST FOR EXISTING ACCOUNTS ONLY**

(To start water service at a new address, call Customer Services at (702) 870-4194 or visit our Web site at [lvvwd.com](http://lvvwd.com) for more information.)

☐ P.O. Box / PMB ☐ Apartment / Suite / Unit ☐ APO/FPO

Address

Address

City

State  Zip Code  Country

Telephone  Signature

AA3157

LSN000669



LAS VEGAS VALLEY WATER DISTRICT • 1001 SOUTH VALLEY VIEW BOULEVARD • LAS VEGAS, NEVADA 89153

**HOW TO REACH US**

Customer Services  
(Start Service, Stop Service, Billing Inquiries) (702) 870-4194  
Toll-Free (800) 252-2011  
General Information (702) 870-2011  
Online [lvvwd.com](http://lvvwd.com)

**BUSINESS HOURS**

Call Center available Monday - Friday 8 a.m. - 5 p.m.  
Self-Service Kiosk available Monday - Friday 7 a.m. - 6 p.m.

**MAKING YOUR PAYMENT**

**When:** Your payment must be received IN our office BY 6 p.m. on the due date. Failure to make payment prior to this time will result in a 4% late charge on the unpaid balance.

**How:**

- Pay by mail: Allow 5 - 7 business days to post.
- Pay by 24-hour onsite drop boxes (checks only). Allow the next business day to post.
- Pay at [lvvwd.com](http://lvvwd.com) (credit cards accepted): Allow 2 business days to post.
- Pay by your Web payment site: Allow 3-5 business days to post.
- Pay by phone with a credit card: Payment posts immediately when you call during business hours.
- Pay in person at our offices during business hours: Payment posts immediately.
- Pay by our satellite payment sites across the valley: Allow 3 business days to post.

Visit [lvvwd.com](http://lvvwd.com) for payment site locations and more information on payment options. The district accepts MasterCard, Visa, Discover, American Express, and Diners Club. You may charge your payment for no additional convenience fee by telephone 24 hours a day or in person during business hours.

**BILLING QUESTIONS**

If you believe you have been billed incorrectly, please call Customer Services. The amount of the bill must be paid to prevent interruption of service. If an adjustment is appropriate, it will show on a future bill. Visit [lvvwd.com](http://lvvwd.com) for more information on how to read your bill.

**WATER-SMART RESOURCES**

The Water District, as a member agency of the Southern Nevada Water Authority (SNWA), offers many free resources to help you save water and money. Visit [snwa.com](http://snwa.com) or call the SNWA Conservation Helpline at (702) 258-SAVE (7283) for incentive programs, Water Smart Landscapes rebate program information, free publications and videos, seasonal watering tips and more.

Para información en español, por favor llame al (702) 258-AGUA (2482) o visite al [snwaen espanol.com](http://snwaen espanol.com).

**LANDSCAPE WATERING RESTRICTIONS**

Outdoor watering restrictions are **MANDATORY** for all metropolitan-area Water District customers. You may use sprinklers only on the day(s) assigned to your watering group. Your assigned watering group is printed on the front of your bill. For more information or a detailed watering schedule, visit [lvvwd.com](http://lvvwd.com) or call Customer Services at (702) 870-4194.

Sprinkler use is prohibited from 11 a.m. to 7 p.m., May 1 through Aug. 31. Failure to comply with watering restrictions, seasonal time-of-day watering restrictions and other provisions of the Water District Service Rules related to water usage may result in a water-waste fee on your bill.

Small-system customers in Blue Diamond, Jean, Kyle Canyon and Searchlight should consult their system pages on [lvvwd.com](http://lvvwd.com) and the district's "Water Watch" customer newsletter for watering information.

**MANDATORY WATERING RESTRICTIONS**

Water only on the assigned day(s) for your watering group. Sunday watering is prohibited. Check your bill for your watering days. Visit [snwa.com](http://snwa.com) or call your water provider. Print this schedule on your lawn/water deck.

Watering Group	Watering Days	Watering Days	Watering Days
A	Monday	Monday, Wednesday, Friday	Monday - Saturday
B	Tuesday	Tuesday, Thursday, Saturday	Monday - Saturday
C	Wednesday	Monday, Wednesday, Friday	Monday - Saturday
D	Thursday	Tuesday, Thursday, Saturday	Monday - Saturday
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☐ P.O. Box / PMB ☐ Apartment / Suite / Unit ☐ APO/FPO

Address

Address

City

State  Zip Code  Country

Telephone  Signature

AA3159

LSN000671



# Las Vegas Valley Water District

(800) 252-2011

(702) 870-4194

lvvwd.com

Page 1 of 2

**Customer Name:** LSN NEVADA TRUST

**Account Number:** 7033522962-4

**Billing Date:** 01/13/2021

**Due Date:** 02/08/2021

You are in Watering Group E

Winter Watering (Nov.-Feb.): Friday

**Please pay total by due date to avoid a 4% late charge.  
Failure to pay by the due date specified may result in an  
assessment or an increase of security deposit.**

## Account Summary

Previous Balance	1,115.28
Payment(s) Received	-1,115.28
Current Charges	987.76
Bill Corrections and Adjustments	0.00
Late Charges	0.00
<b>Amount Due on 02/08/2021</b>	<b>\$987.76</b>

**Service Address: 3611 LINDELL RD**

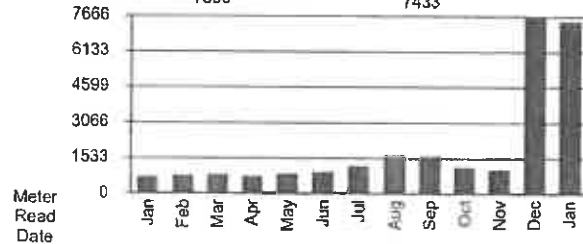
**This Service Is in Watering Group E**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0294292	2"	3473	01/07/21	3250	12/08/20	223

Average  
Daily Use  
in Gallons

Previous  
Billing  
Period  
7666

This  
Billing  
Period  
7433



Meter  
Read  
Date

**Billing Period: 12/09/20 - 01/07/21**

**Total # of Days: 30**

**Meter #: 0294292**

**Billed Usage 223**

Service Charge \$1.1855 x 23 Days

27.27

Service Charge \$1.2033 x 7 Days

8.42

Tier #1 31 x \$1.32

40.92

Tier #1 9 x \$1.34

12.06

Tier #2 30 x \$2.35

70.50

Tier #2 10 x \$2.39

23.90

Tier #3 110 x \$3.50

385.00

Tier #3 33 x \$3.55

117.15

1 x 2" Backflow(s) @ \$0.3979 x 30 Days

11.94

SNWA Commodity Charge 223 x \$0.48

107.04

SNWA Infrastructure Charge 30 x \$5.4483

163.45

SNWA Reliability Surcharge x 2.5%

20.11

**Subtotal**

**\$987.76**

**Manage bills on the go with our NEW mobile app!**

View and pay your bill, see your water usage, find your watering days  
and report water waste—all from your mobile phone.

**Find the free LVVWD app in the Apple and Google Play stores.**

Please detach at perforation and return with payment.



Check box for address change.  
Print on reverse side.

Pay by Phone or Online:

(800) 252-2011

(702) 870-4194

lvvwd.com

**Account Number: 7033522962-4**

**Amount Due:**

**Your payment is due 02/08/2021.**

**\$987.76**

A 4% late charge will be charged on all outstanding balances.



Bill Date: 01/13/2021



LSN NEVADA TRUST  
10170 W TROPICANA AVE STE 156-164  
LAS VEGAS NV 89147-8465

Make check payable to "Water District"

LVVWD  
PO BOX 2921  
PHOENIX AZ 85062-2921



7 033522962000000000000009877614

**AA3160**  
**LSN000672**

LAS VEGAS VALLEY WATER DISTRICT • 1001 SOUTH VALLEY VIEW BOULEVARD • LAS VEGAS, NEVADA 89153

**HOW TO REACH US****Customer Services**

(Start Service, Stop Service, Billing Inquiries)

Toll-Free

General Information

Online

(702) 870-4194

(800) 252-2011

(702) 870-2011

lvvwd.com

**BUSINESS HOURS**

Call Center available Monday - Friday

Self-Service Kiosk available Monday - Friday

8 a.m. - 5 p.m.

7 a.m. - 6 p.m.

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- Pay at **lvvwd.com** (credit cards accepted): Allow 2 business days to post.
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MANDATORY WATERING RESTRICTIONS			
Water use on the assigned day(s) for your watering group. Sunday watering is prohibited. Check back for your watering days. Visit <b>lvvwd.com</b> or call your water provider. Post this sign on your irrigation controller.			
Watering Group	Watering Days	Watering Days	Watering Days
A	Monday	Monday, Wednesday, Friday	Monday, Saturday
B	Tuesday	Tuesday, Thursday, Saturday	Monday, Saturday
C	Wednesday	Monday, Wednesday, Friday	Monday, Saturday
D	Thursday	Tuesday, Thursday, Saturday	Monday, Saturday
E	Friday	Monday, Wednesday, Friday	Monday, Saturday
F	Saturday	Tuesday, Thursday, Saturday	Monday, Saturday

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☐ P.O. Box / PMB ☐ Apartment / Suite / Unit ☐ APO/FPO

Address

Address

City

State  Zip Code  Country

Telephone  Signature

AA3161  
LSN000673

## Important Information

Pay Online and avoid lines and phone calls!

page 1 of 2 [www.cleanwaterteam.com](http://www.cleanwaterteam.com)

Sign up for auto features including  
email and text notification!

To receive a \$12 discount:

- Pay Total Charges; AND
- Ensure payment received by  
7/31/2020; AND
- Reduce the Total Charges by \$12.00  
(billing system will update the  
the applicable discount)

The July 1, 2020 rate increase has been deferred to  
January 1, 2021. Visit [www.cleanwaterteam.com](http://www.cleanwaterteam.com) for more  
information.

Wipes Clog Pipes!

FACTS: Toilet paper dissolves in water. Disposable  
personal and cleaning wipes do NOT! Think twice before  
you put wipes down YOUR pipes. Visit [paininthedrain.com](http://paininthedrain.com)  
to learn more.

(QESP)10:T433:204577:001:1000: CCWD-100



Clark County Water Reclamation District  
5857 E Flamingo Rd  
Las Vegas, NV 89122

ELECTRONIC SERVICE REQUESTED

6713004569 PRESORT 4569 1 AV 0.386 P1C14 <B>



LSN NEVADA TRUST  
NELSON LYNITA SUE TRS  
10170 W TROPICANA AVE STE 156-164  
LAS VEGAS NV 89147-8485

CLARK COUNTY WATER RECLAMATION DISTRICT  
PO BOX 512210  
LOS ANGELES, CA 90051-0210



0100828712000000000617340000000000002457330082871200003

## Account Detail

**Current ERU Rate: \$227.16 per ERU**

Current Year Sewer Charges: 2,469.33

Prior Year Sewer Charges: 0.00

Basic Penalty Fees: 0.00

Total Payments Received: 0.00

7/1/20 - 6/30/21

### Payment Options (Choose 1):

Quarter 1 Bill Amount: 617.34

-OR-

Total Charges: 2,469.33

Make checks payable to CCWRD and include payment  
coupon below.

Pay to the order of Clark County Water Reclamation District  
PO Box 512210 Los Angeles, CA 90051-0210

pd 7/23/20  
pd 10/12/20  
pd 2/11/21  
in full

Account Number: 8287120000

Total Charges

2,469.33

Quarter 1 Due Date 07/31/20

617.34

Amount Enclosed:

Service Address: 3611 LINDELL RD

Parcel Number: 162-43-205-001

AA3162

LSN000674



12/4/19 - 12/4/20  
\* 5625.00

ate.

CM CW 02 01 10

Policy Number  
648773928

**COMMON POLICY DECLARATIONS**

**Allstate Insurance Company**  
2775 Sanders Road, Northbrook, IL 60062  
**A STOCK INSURANCE COMPANY**

<b>Item 1.</b>	<b>Named Insured and Mailing Address</b>	<b>Agent Name and Address</b>
	NEVADA LSN TRUST 10170 W. TROPICANA #156 - #164 LAS VEGAS NV 89147-8465	COMMERCIAL CONTACT CENTER 8209 IBM DR. BLDG 102 CHARLOTTE NC 28262
<b>Item 2.</b>	<b>Policy Period</b>	<b>From: 12-04-2020 To: 12-04-2021</b>
	<b>at 12:01 A.M., Standard Time at your mailing address shown above.</b>	
<b>Item 3.</b>	<b>Business Description: BUILDING OWNER</b>	
	<b>Form of Business: TRUST</b>	
<b>Item 4.</b>	In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.	
	This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.	
	<b>Coverage Part(s)</b>	<b>Premium</b>
	Commercial Property Coverage Part	
	Commercial General Liability Coverage Part	
	Crime and Fidelity Coverage Part	
	Commercial Inland Marine Coverage Part	
	Commercial Auto (Business or Truckers) Coverage Part	
	Commercial Garage Coverage Part	
	BUSINESSOWNERS POLICY	\$ 6,277.00
	Terrorism Risk Insurance Act Coverage	
	<b>Total Policy Premium</b>	<b>\$ 6,277.00</b>
<b>Item 5.</b>	<b>Forms and Endorsements</b>	
	Form(s) and Endorsement(s) made a part of this policy at time of issue:	
	<b>See Schedule of Forms and Endorsements</b>	

**SEE THE IMPORTANT PAYMENT INFORMATION FORM FOR DETAILS ABOUT PAYMENT OPTIONS**

Countersigned:

Date: 09-23-20

By: COMMERCIAL CONTACT CENTER  
Authorized Representative

**AA3163**

**LSN000675**



THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS,

# INVOICE—STATEMENT

Lynita Nelson  
3611 Lindell Rd.  
Las Vegas, NV

DATE

12-2-19

INVOICE NO.

#530

JOB DESCRIPTION	CREDIT	AMOUNT
<p>Property Maintenance 9/2/19 thru 12/2/19 Total 1 man for 20.5 hr @ \$16<sup>00</sup> per hr.</p> <p>✓</p> <p>#6362 12/4/19</p>		<p>\$328.00</p>
<p>PLEASE PAY FROM THIS INVOICE</p> <p>Randy Scott 702-596-9317 4044 Olive St Las Vegas, NV 89104</p>	<p>SUB TOTAL</p> <p>TOTAL</p>	<p>328.00</p> <p>AA3164</p>

LSN000676

# INVOICE—STATEMENT

Lynita Nelson  
3611 Lindell Rd  
Las Vegas, NV.

DATE

1-10-2020

INVOICE NO.

# 534

JOB DESCRIPTION	CREDIT	AMOUNT
Blinds installed 102. Palm removed and Property maintenance 1 man for 15 hr. @ \$16.00 per hr. Pyracantha trimmed.		\$240.00
# 1/16/20		
PLEASE PAY FROM THIS INVOICE		
Randy Scott (702) 596-4517	SUB TOTAL	
4044 Olive St		
Las Vegas, NV 89104	TOTAL	\$240.00

2nd # 533. 7 32.00

\$272.00

AA3165

LSN000677

# INVOICE—STATEMENT

Lynita Nelson  
3611 Lindell Rd  
Las Vegas, NV

DATE

6-25-20

INVOICE

#549

JOB DESCRIPTION	CREDIT	AMOUNT
Building and Property Maintenance, 3-1-20 thru 6-25-20 1 man @ \$16.00 per hr for 22.5 hours		\$360.00
PLEASE PAY FROM THIS INVOICE	SUB TOTAL	
Randy Scott (702) 596-4317 4044 Olive st Las Vegas, NV 89104	TOTAL	\$360.00

AA3166

LSN000678

## INVOICE—STATEMENT

Lynette Nelson  
3611 Lindell Rd  
Las Vegas, NV 89103

DATE  
10/7/2020

INVOICE #  
#554

JOB DESCRIPTION	CREDIT	AMOUNT
Maintenance of property E. 1 man for 3 hrs @ 16.00/hr.		\$48.00
PLEASE PAY FROM THIS INVOICE		
SUB TOTAL		\$48.00
(+ Plus) bill #552		\$364.07
TOTAL		\$412.07

Randy Scott  
4044 Olive St  
Las Vegas, NV 89104  
702-596-4517

#6390 10/10/20

# INVOICE—STATEMENT

Lynita Nelson  
3611 Ljndell Rd.  
Las Vegas NV 89103

DATE

1-7-2021

INVOICE NO.

#561

JOB DESCRIPTION	CREDIT	AMOUNT
Maintance of Property 1 man 27 hours @ \$16.00/hr		\$432.00
#5003 1/8/21		
PLEASE PAY FROM THIS INVOICE	SUB TOTAL	
Randy Scott 4044 Olive St. Las Vegas, NV 89104 (702) 596-4317	TOTAL	\$432.00

AA3168

LSN000680



# INVOICE—STATEMENT

Lynita Nelson  
3611 Lindall Rd  
Las Vegas NV 89108

DATE  
Feb 26-2021  
INVOICE NO.  
# 566

JOB DESCRIPTION	CREDIT	AMOUNT
Management of Property		
1 man 8 hours @ 16.00 per hour.		\$ 128.00
2-Keys-Receipt		\$ 4.78
Total		\$ 132.78
<p># 005009 2/27</p> <p>(C)</p>		
<p>PLEASE PAY FROM THIS INVOICE</p> <p>Randy Scott (702) 596-4317</p> <p>4044 Olive St</p> <p>Las Vegas, NV. 89104</p>		<p>SUB TOTAL</p> <p>TOTAL</p> <p>\$ 132.78</p> <p>8.82</p>

132.78  
8.82  
141.60

141.60

AA3169  
\* 141 SN000681



How doers  
get more done..

STORE MGR CHRISTOPHER BLACK 702-641-9600  
1401 S. LAMB BLVD LAS VEGAS, NV 89104

3303 00003 37394 02/25/21 02:22 PM  
SALE CASHIER ARIADNA

736511433647 29KEYGM <A> 3.36

29 KEY GENERAL MOTORS

736511500684 68SCHLAGEKEY <A>

68 KEY SCHLAGE

202.39

4.78

SUBTOTAL	8.14
SALES TAX	0.68
TOTAL	\$8.82
CASH	10.00
CHANGE DUE	1.18

303 02/25/21 02:22 PM



AA3170  
LSN000682



397339

Lynita  
Luprell Grubbs Beach

12-10-21

Worked to find bad order in office  
at Luprell location  
took out old water meter & in-  
stalled new w/ H at Pebble Beach  
location

Labok for both locations

\$350

7 hrs for Pebble Beach

\$100

3 hrs for Luprell \*

\$450

All work guaranteed

by me - Maria Quillen

Cashier  
Lynita  
7/20/21  
#212210

Invoice

397342

NO TO LYNNITA

ADDRESS

CITY STATE ZIP 3611 LINDEN

CUSTOMER ORDER NO.

SOLD BY

TIME

DOS

DATE

2021

Took out old solenoid Installed  
New solenoid fixed a break in  
approxation live & installed  
RIP METER

LABOR 4 HRS \$200.00

MATERIAL \$50.00

\$250.00

\$250.00



3908 Vegas Drive  
Las Vegas, NV 89108  
(702) 878-8367  
(702) 648-5129 FAX  
homeairiv.com  
LIC.# 51994a

LM 3/16/2020 10:26AM  
Sunnyside15@gmail.com

TO SAVE ON REPAIR BILLS:

- Change filters every month
- Check all breakers first
- Have unit serviced twice a year

Residential Service

Service Location

NAME		BILLING ADDRESS	
ADDRESS		NAME	
CITY	STATE	CITY	STATE
ZIP	ZIP	ZIP	ZIP
DISPATCH	PHONE (Res.)	WORK ORDER #	AUTHORIZATION
MFG. (1)	MODEL	SERIAL NO. (1)	SERIAL NO. (2)
MFG. (2)	MODEL	SERIAL NO. (1)	SERIAL NO. (2)
PARTS • MATERIAL • EQUIPMENT		SERVICE PERFORMED AND RECOMMENDATIONS	
QTY.	ITEM	AMOUNT	
Replaced Blower Motor, Belt and Pulley		960	
Adjusted Blower Operation & Heating & Cooling		Made OK at this time	
TOTAL \$		960.00	
NOTICE TO OWNER		NOTICE TO OWNER	
Home Air Conditioning & Heating will not be responsible for any secondary damage to your property or its contents. Under the Mechanical, 'in Law', any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor services or material, has the right to enforce his claim against your property. RESIDENTIAL CONSTRUCTION FUND: Payment may be available from the Recovery Fund if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this State. To obtain information relating to the Recovery Fund and filing a claim for recovery from the Recovery Fund, you may contact the State Contractors' Board at the following locations: State Contractors' Board, 2870 Gateway Drive, Suite 100, Reno, Nevada 89521, Phone: (775) 888-1141 or State Contractors' Board, 2310 Corporate Circle, Suite 200, Henderson, Nevada 89074, Phone: (702) 486-1100.		NOTICE TO OWNER	
I HEREBY AUTHORIZE THE ABOVE WORK TO BE DONE WITH NECESSARY MATERIALS I AGREE TO PAY ALL RELATED CHARGES UPON COMPLETION. PAST DUE ACCOUNTS OF 30 DAYS OR MORE ARE SUBJECT TO A FINANCE CHARGE		I HEREBY AUTHORIZE THE ABOVE WORK TO BE DONE WITH NECESSARY MATERIALS I AGREE TO PAY ALL RELATED CHARGES UPON COMPLETION. PAST DUE ACCOUNTS OF 30 DAYS OR MORE ARE SUBJECT TO A FINANCE CHARGE	
AUTHORIZATION (SIGNATURE) ACCEPTANCE		AUTHORIZATION (SIGNATURE) ACCEPTANCE	
X		X	
PAY FROM THIS INVOICE AMOUNT NOW DUE		PAY FROM THIS INVOICE AMOUNT NOW DUE	
THANK YOU		THANK YOU	
\$950.00		\$950.00	

HOME AIR CONDITIONING HE  
3908 VEGAS DR  
LAS VEGAS, NV 89108  
702-878-8367  
SALE  
REF#: 000C0001  
03/19/20  
AVS: Z  
APPR CODE: 092700  
Batch #: 686  
08/43/08  
Manual CP  
\*\*\*\*\*6061  
AMOUNT  
\$950.00  
APPROVED  
THANK YOU  
CARROLLS ACKNOWLEDGES RECEIPT OF GOODS  
AND/OR SERVICES IN THE AMOUNT OF THE  
TOTAL SHOWN HEREON  
X  
MERCHANT COPY

LSN000685



# A.A. CASSARO PLUMBING

4327 WEST SUNSET ROAD  
LAS VEGAS, NV 89118

PHONE: (702) 361-5386

FAX: (702) 736-6082

LICENSE: 0020036 (UNLIMITED)

## Invoice

Date	Invoice #
12/10/2020	0000012043
Account #	

### Bill To

Lynita Nelson  
10170 West Tropicana Ave #156  
Las Vegas, NV 89147

### Ship To

Lindell Offices  
3611 South Lindell Road #101  
Las Vegas, NV 89103

**PAID**  
**12/28/2020**

Tech

P.O. No.

Terms

Project

COD

Quantity	Description	U/M	Rate	Amount
	Miscellaneous: Smoke test. Filled vents and sewer with smoke, no leaks in ceiling or walls.		0.00	0.00
1	As Per Quote		450.00	450.00
1	2% Credit Card Fee		9.00	9.00
	"FOR YOUR CONVENIENCE WE NOW ACCEPT CREDIT CARD PAYMENTS WITH A 2% ADDITIONAL FEE".			
	4050010 Service - Income MC/Vi		0.00	0.00
	THANK YOU, WE APPRECIATE YOUR BUSINESS			
	Sales Tax		0.00%	0.00
			<b>Total</b>	<b>\$459.00</b>

**Payments/Credits** - \$459.00

**Balance Due** AA3174 \$0.00

LSN000686



# A.A. CASSARO PLUMBING

4327 WEST SUNSET ROAD  
LAS VEGAS, NV 89118

PHONE: (702) 361-5386

FAX: (702) 736-6082

LICENSE: 0020016 (UNLIMITED)

## Invoice

Date	Invoice #
11/16/2020	0000011873
Account #	

### Bill To

Lynita Nelson  
10170 West Tropicana Ave #156  
Las Vegas, NV 89147

### Ship To

Lindell Offices  
3611 South Lindell Road #101  
Las Vegas, NV 89103

Tech

P.O. No.

Terms

Project

COD

Quantity	Description	U/M	Rate	Amount
	Sewer gas Odor: Called out to smoke test sewer system under east side of building. Upon arrival we found the upstairs unit wouldn't give us access until the business manager could be reached for approval for access. Then we found that the key for the roof access door was not on site, and we were not able to get our equipment on the roof for smoke testing. So this turned out to be an attempt to service, and time on site for the tech and 2 laborers was 7 am to 8 am		0.00	0.00
1	Labor		98.00	98.00
1	Labor - Helper, Aberham.		50.00	50.00
1	Labor - Helper, Chris.		50.00	50.00
1	Fuel Adjustment Charge		15.00	15.00
1	2% Credit Card Fee		4.26	4.26
	"FOR YOUR CONVENIENCE WE NOW ACCEPT CREDIT CARD PAYMENTS WITH A 2% ADDITIONAL FEE".			
	4050010 Service - Income MC/Vi		0.00	0.00
	THANK YOU, WE APPRECIATE YOUR BUSINESS			
	Sales Tax		0.00%	0.00
			<b>Total</b>	<b>\$217.26</b>

Payments/Credits -\$217.26

**Balance Due** AA3175 \$0.00

LSN000687

**Fwd: Receipt for your payment to Home Air Conditioning and Heating**

4 messages

L N <sunnysidelscn@gmail.com>  
To: Michelle Blank <meblanklv@gmail.com>

Fri, Aug 21, 2020 at 7:46 AM

----- Forwarded message -----

From: **Home Air Conditioning and Heating** <payzercare@payzer.com>  
Date: Fri, Aug 21, 2020 at 8:46 AM  
Subject: Receipt for your payment to Home Air Conditioning and Heating  
To: Lynita Property Manager <sunnysidelscn@gmail.com>



**Lic#51994A**

**702-878-8367**

3908 vegas dr • las vegas NV 89108 • (702) 878-8367

August 21, 2020  
10:46:14 AM EDT

*Receipt*

**Payment Amount: \$235.00**

Payment From: Lynita Property Manager

Invoice Number: 23185-1

**AA3176**  
**LSN000688**

August 21, 2020

*Receipt*

10:46:14 AM EDT

Payment Amount:  
\$235.00

Payment From: Lynita Property Manager

Invoice Number: 23185-1

Payment Method: Visa x6849

Reference Number: 234427738775

---

*Thank you for your business!*

**AA3177**  
LSN000689



Michelle Blank &lt;meblanklv@gmail.com&gt;

**Fwd: Receipt for your payment to Home Air Conditioning and Heating**

1 message

L N &lt;sunnysidelscn@gmail.com&gt;

Fri, Feb 12, 2021 at 9:55 AM

To: Michelle Blank &lt;meblanklv@gmail.com&gt;

paid this for 101. ~~one of the guys was talking to the air problem - was going to refuse to pay - just paying and not doing anything else again!~~

----- Forwarded message -----

From: **Home Air Conditioning and Heating** <payzercare@payzer.com>

Date: Fri, Feb 12, 2021 at 9:54 AM

Subject: Receipt for your payment to Home Air Conditioning and Heating

To: Lynita Property Manager &lt;sunnysidelscn@gmail.com&gt;



Lic#51994A

702-878-8367

3908 vegas dr • las vegas NV 89108 • (702) 878-8367

February 12, 2021  
12:53:48 PM EST

Receipt

Payment Amount: \$85.00

Payment From: Lynita Property Manager

Invoice Number: 22837-1

Payment Method: Amex x3008

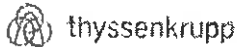
Reference Number: 043460246428

Thank you for your business!

AA3178







thyssenkrupp Elevator Corporation  
3100 Interstate North Cir SE Ste 500  
Atlanta, GA 30339-2227

**MAINTENANCE INVOICE**

**INVOICE DATE:** 01/01/2020  
**CUSTOMER #:** 174663  
**JOB #:** US151695  
**INVOICE #:** 3005005990  
**PO #:**  
**SERVICE DATE:** 01/01/2020 TO 03/31/2020  
**TERMS:** IMMEDIATE  
**TOTAL DUE:** \$276.97

**BILL TO:**

LSN / LYNITA NELSON  
LINDELL OFFICES  
10170 W TROPICANA AVE STE 158-164  
LAS VEGAS NV 89147-8465

**TO VIEW AND PAY ONLINE GO TO:** <https://thyssenkruppelevator.billtrust.com>  
**USE THIS ENROLLMENT TOKEN:** LTP VQF HLR

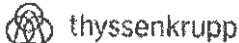
**SHIP TO:**  
LINDELL OFFICES  
3611 S LINDELL RD  
LAS VEGAS NV 89103-1253

ITEM	QUANTITY	DESCRIPTION	EXTENDED AMOUNT
C311US	1	<p>LAS VEGAS BRANCH This is a billing for the service period referenced above.</p> <p>Bronze - Oil &amp; Grease ONLY, Pay for all Callbacks - Elevator - With Phone Monitoring LINDELL OFFICES</p> <p><i>pd 12/31/2019</i></p>	\$276.97
<p><b>ATTENTION:</b> We are moving to a new bank and have a new remittance address.</p> <p>Please update your records to reflect our new remittance address. You can also contact us at <a href="mailto:ARsupport@thyssenkrupp.com">ARsupport@thyssenkrupp.com</a> to set up ACH payments, which is our preferred payment method.</p> <p>Visit our online portal to view, print and pay your bills online. Look for your enrollment token on this bill and visit <a href="https://thyssenkruppelevator.billtrust.com">https://thyssenkruppelevator.billtrust.com</a></p>			
<b>AMOUNT</b>	<b>DISCOUNT</b>	<b>SUBTOTAL</b>	<b>SALES TAX</b>
\$276.97	\$0.00	\$276.97	\$0.00
			<b>PLEASE PAY</b>
			\$276.97

For Service Related or General Questions, please call 702-262-6775. For Billing or Payment questions, please call 678-424-5607.

Goods or services covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

RETURN THIS PORTION WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED WITH THE REMITTANCE ADDRESS VISIBLE



thyssenkrupp Elevator Corporation  
3100 Interstate North Cir SE Ste 500  
Atlanta, GA 30339-2227

**INVOICE DATE:** 01/01/2020  
**CUSTOMER #:** 174663  
**JOB #:** US151695  
**INVOICE #:** 3005005990  
**PO #:**  
**SERVICE DATE:** 01/01/2020 TO 03/31/2020  
**TERMS:** IMMEDIATE  
**TOTAL DUE:** 276.97

LINDELL OFFICES  
Amount Enclosed: \$

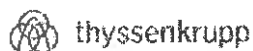
Payment Method	
<input type="checkbox"/> Personal Check Enclosed	<input type="checkbox"/> Money Order Enclosed <input type="checkbox"/> Cashiers Check Enclosed
Please Make Check Payment To: thyssenkrupp Elevator Corporation	

**REMIT PAYMENT TO:**

thyssenkrupp Elevator Corporation  
PO BOX 3796  
CAROL STREAM, IL 60132-3796

93300430050059900000000000000000000000000000276979

**AA3180**  
**LSN000692**



thyssenkrupp Elevator Corporation  
3100 Interstate North Cir SE Ste 500  
Atlanta, GA 30339-2227

## MAINTENANCE INVOICE

<b>INVOICE DATE:</b>	04/01/2020
<b>CUSTOMER #:</b>	174663
<b>JOB #:</b>	US151695
<b>INVOICE #:</b>	3005164467
<b>PO #:</b>	
<b>SERVICE DATE:</b>	04/01/2020 TO 06/30/2020
<b>TERMS:</b>	IMMEDIATE
<b>TOTAL DUE:</b>	\$276.96



**BILL TO:**

TO VIEW AND PAY ONLINE GO TO:	<a href="https://thyssenkruppelevator.billtrust.com">https://thyssenkruppelevator.billtrust.com</a>
USE THIS ENROLLMENT TOKEN:	LTP VQF HLR

LSN / LYNITA NELSON  
LINDELL OFFICES  
10170 W TROPICANA AVE STE 156-164  
LAS VEGAS NV 89147-8465

SHIP TO:  
LINDELL OFFICES  
3611 S LINDELL RD  
LAS VEGAS NV 89103-1253

ITEM	QUANTITY	DESCRIPTION	EXTENDED AMOUNT		
C311US	1	LAS VEGAS BRANCH This is a billing for the service period referenced above.  Bronze - Oil & Grease ONLY, Pay for all Callbacks - Elevator - With Phone Monitoring LINDELL OFFICES  <div>paid CONF # 105530107 pd 4/17/20</div>	\$276.96		
<div>ATTENTION: We are moving to a new bank and have a new remittance address. Please update your records to reflect our new remittance address. You can also contact us at ARsupport@thyssenkrupp.com to set up ACH payments, which is our preferred payment method. Visit our online portal to view, print and pay your bills online. Look for your enrollment token on this bill and visit <a href="https://thyssenkruppelevator.billtrust.com">https://thyssenkruppelevator.billtrust.com</a></div>					
AMOUNT		DISCOUNT	SUBTOTAL	SALES TAX	PLEASE PAY
\$276.96		\$0.00	\$276.96	\$0.00	\$276.96

**For Service Related or General Questions, please call 702-262-6775. For Billing or Payment questions, please call 770-261-0032.**

Goods or services covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

RETURN THIS PORTION WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED WITH THE REMITTANCE ADDRESS VISIBLE



thyssenkrupp Elevator Corporation  
3100 Interstate North Cir SE Ste 500  
Atlanta, GA 30339-2227

INVOICE DATE:	04/01/2020
CUSTOMER #:	174663
JOB #:	US151695
INVOICE #:	3005164467
PO #:	
SERVICE DATE:	04/01/2020 TO 06/30/2020
TERMS:	IMMEDIATE
TOTAL DUE:	276.96

**LINDELL OFFICES**  
**Amount Enclosed: \$**

REMIT PAYMENT TO:

<div>Amount Enclosed: <input type="checkbox"/> \$ <input type="text"/></div> <div> <div>Payment Method</div> <div> <input type="checkbox"/> Personal Check Enclosed             <input type="checkbox"/> Money Order Enclosed             <input type="checkbox"/> Cashiers Check Enclosed           </div> </div> <div>Please Make Check Payment To: thyssenkrupp Elevator Corporation</div>		
---	--	--

thyssenkrupp Elevator Corporation  
PO BOX 3796  
CAROL STREAM, IL 60132-3796

9330043005164467000000000000000000000000000027696?

AA3181  
LSN000693

A purchase was made, but it appears your Card wasn't present

**You asked us to let you know when your Card may not have been present at the time of purchase.**

**Here's a purchase where your Card may not have been present**

DAN BRADLEY GLASS SHOP



**\$295.00\***

Wed, Feb 24, 2021

\*The amount above may not reflect the final amount as some merchants issue a pre-authorization charge.

*View your account*

### **Track this online too**

You can track this pending charge and receive an alert when the final amount is posted to your account.

Still have questions about this purchase? You can also reach out to the merchant directly.

Helpful links

# BOOKKEEPING AT IT'S BEST

6811 Regency Crest Ave  
Las Vegas, NV 89148

## MONTHLY BOOKKEEPING SERVICES

October 2019 – December 2020      \$ 5400.00

\$360.00 per month.

Thank you!

# BOOKKEEPING AT IT'S BEST

6811 Regency Crest Ave  
Las Vegas, NV 89148

## MONTHLY BOOKKEEPING SERVICES

December 2020    \$360.00

January 2021     \$360.00

February 2021    \$480.00

Thank you!

**Exhibit “I”**

**Exhibit “I”**

**Exhibit “I”**

7/23/2022

LSN NEVADA TRUST

11 HOUSES

1/1/2014-8/6/2018

Rental Income Houses

\$504,562.59

Property Expenses Houses

Credit reports	\$253.00
Eviction Fees	\$547.00
HOA Fee	\$9,022.50
Improvements Building	\$9,000.00
Insurance Expense	\$28,278.23
Landscaping and Groundskeeping	\$13,592.66
Legal - tenants	\$1,859.24
Misc Property Expense	\$198.00
Property Mgmt Fees	\$45,105.05
Property Taxes	\$39,124.83
Referral Fee	\$450.00
Repairs and Maintenance	\$141,331.53
Utilities	<u>\$21,259.34</u>
	\$310,018.38

Total Property Expense - Houses

Net Income

\$194,544.21



**Exhibit “J”**

**Exhibit “J”**

**Exhibit “J”**

# TENANT LEDGER

Americana, LLC c/o McGarey Campa Group  
PO Box 93778  
Las Vegas, NV 89193-3778  
(702) 735-0411

MCGAREY-CAMPA  
GROUP

## Prepared For

ERIC L NELSON NEVADA TRUST  
3611 S LINDELL RD  
3611 S LINDELL RD  
LAS VEGAS, NV 89103

**Tenant Status**  
**Tenant Since**  
**Current Lease**  
**Balance Due**

Current  
01/01/2021  
01/01/2021  
87,660.44

Date	Description	Charges	Payments	Balance
03/08/2023	LATE FEE 3/2023	7,969.13	0.00	87,660.44
03/01/2023	RENT (03/2023)	2,880.00	0.00	79,691.31
02/10/2023	LATE FEE 2/2023	6,982.85	0.00	76,811.31
02/01/2023	RENT (02/2023)	2,880.00	0.00	69,828.46
01/10/2023	LATE FEE 1/2023	6,086.22	0.00	66,948.46
01/01/2023	RENT (01/2023)	2,880.00	0.00	60,862.24
12/10/2022	LATE FEE 12/2022	5,271.11	0.00	57,982.24
12/01/2022	RENT (12/2022)	2,880.00	0.00	52,711.13
11/10/2022	LATE FEE 11/2022	4,530.10	0.00	49,831.13
11/01/2022	RENT (11/2022)	2,880.00	0.00	45,301.03
10/20/2022	LATE FEE 10/2022	3,856.46	0.00	42,421.03
10/01/2022	RENT (10/2022)	2,880.00	0.00	38,564.57
09/30/2022	LATE FEE 9/2022	3,244.05	0.00	35,684.57
09/01/2022	RENT (09/2022)	2,880.00	0.00	32,440.52
08/31/2022	LATE FEE 8/2022	2,687.32	0.00	29,560.52
08/01/2022	RENT (08/2022)	2,880.00	0.00	26,873.20
07/31/2022	LATE FEE 7/2022	2,105.20	0.00	23,993.20
07/01/2022	RENT (07/2022)	2,880.00	0.00	21,888.00
06/10/2022	LATE FEE 6/2022	1,728.00	0.00	19,008.00
06/01/2022	RENT (06/2022)	2,880.00	0.00	17,280.00
05/01/2022	RENT (05/2022)	2,880.00	0.00	AA31884,400.00

## TENANT LEDGER

Americana, LLC c/o McGarey Campa Group  
PO Box 93778  
Las Vegas, NV 89193-3778  
(702) 735-0411

MCGAREY • CAMPA  
GROUP

**Prepared For**

ERIC L NELSON NEVADA TRUST  
3611 S LINDELL RD  
3611 S LINDELL RD  
LAS VEGAS, NV 89103

**Tenant Status**  
**Tenant Since**  
**Current Lease**  
**Balance Due**

Current  
01/01/2021  
01/01/2021  
87,660.44

Date	Description	Charges	Payments	Balance
04/07/2022	CK#10259 - 12/2021 Rent	0.00	2,880.00	11,520.00
04/01/2022	RENT 1/2022	2,880.00	0.00	14,400.00
04/01/2022	RENT 2/2022	2,880.00	0.00	11,520.00
04/01/2022	RENT 3/2022	2,880.00	0.00	8,640.00
04/01/2022	RENT 12/2021	2,880.00	0.00	5,760.00
04/01/2022	RENT (04/2022)	2,880.00	0.00	2,880.00
				AA3189

**Exhibit “K”**

**Exhibit “K”**

**Exhibit “K”**

3/8/23 4:00 PM

**General Ledger**  
 LINDELL OFFICE COMPLEX  
 Period = Jan 2022-Mar 2023

Book = Cash

Property Name	Date	Period	Person/Description	Reference	Debit	Credit	Balance	Remarks
<b>7150-0000</b>			<b>OE-Elevator services &amp; repair</b>				<b>0.00</b>	<b>= Beginning Balance =</b>
LINDELL OFFICE COMPLEX	4/25/22	04-2022	ATIS Elevator Inspections LLC	9752	450.00	0.00	450.00	ELEVATOR SERVICE
LINDELL OFFICE COMPLEX	5/24/22	05-2022	ENPRO ELEVATOR, INC.	9884	935.00	0.00	1,385.00	Phone Replacement Labor and Equipment
LINDELL OFFICE COMPLEX	5/24/22	05-2022	ENPRO ELEVATOR, INC.	9884	805.00	0.00	2,190.00	ELEVATOR SERVICES
LINDELL OFFICE COMPLEX	6/2/22	06-2022	ENPRO ELEVATOR, INC.	9932	3,146.60	0.00	5,336.60	50% DOWN - REPAIR ELEVATOR
LINDELL OFFICE COMPLEX	6/2/22	06-2022	ENPRO ELEVATOR, INC.	9933	900.00	0.00	6,236.60	3/30/2022 STATE INSPECTION
LINDELL OFFICE COMPLEX	6/9/22	06-2022	State of Nevada-Mechanical Compliance	9938	2,500.00	0.00	8,736.60	Elevator E22-094 Administration Fine
LINDELL OFFICE COMPLEX	6/16/22	06-2022	ENPRO ELEVATOR, INC.	9961	600.00	0.00	9,336.60	Service Call 5/27/2022
LINDELL OFFICE COMPLEX	8/3/22	08-2022	ENPRO ELEVATOR, INC.	10196	3,146.61	0.00	12,483.21	Proposal # LV1020 - 3611 S Lindell
LINDELL OFFICE COMPLEX	8/25/22	08-2022	ENPRO ELEVATOR, INC.	10302	600.00	0.00	13,083.21	Reinspection on 7/28 for NOV repairs - 3611 S. Lindell
			KONE INC.		1,800.00	0.00	14,883.21	Maintenance Invoice 1/1/23-12/31/23- Unpaid
			KONE INC.		826.15	0.00	15,709.36	Replace Keyswitch In Elevator- Unpaid
			ENPRO ELEVATOR, INC.		9,700.00	0.00	25,409.36	Remaining Balance for Door Restrictors- Unpaid
			KONE INC.		900.00	0.00	26,309.36	Merch State Inspection- Unpaid
					<b>26,309.36</b>	<b>0.00</b>	<b>26,309.36</b>	<b>= Ending Balance =</b>

**Exhibit “L”**

**Exhibit “L”**

**Exhibit “L”**

3611 LINDELL		Lynita Nelson 100% ownership 7/28/2014-6/6/2018		Total income and expenses 7/28/2014-3/31/2021		Sun Property Mgmt 4/1/2021-11/30/2021		McCarthy Property Mgmt 4/1/22-6/30/22	
Income									
Rental Income	\$	236,097.50	\$	454,301.50	\$	81,739.00	\$	38,278.90	
Total Rental Income	\$	236,097.50	\$	454,301.50	\$	81,739.00	\$	38,278.90	
Expenses									
Advertising	\$	2,617.25	\$	4,039.25					
Commission Lease	\$	8,456.40	\$	8,456.40					
Credit reports	\$	22.95	\$	22.95					
Elevator	\$	1,339.11	\$	2,582.95	\$	10,958.10	\$	9,336.60	
Eviction Fees	\$	45.00	\$	45.00					
Improvements Building	\$	39,928.70	\$	39,928.70	\$	131.00	\$	1,000.00	
Insurance Expense	\$	15,468.47	\$	30,065.00	\$	4,743.78	\$	1,839.51	
Landscaping & Groundskeeping	\$	35,933.32	\$	35,933.32	\$	3,445.00	\$	1,512.50	
Legal and Accounting	\$		\$		\$	420.00			
Property Mgmt Fees	\$	22,811.01	\$	23,888.01	\$	8,977.00	\$	2,565.78	
Property Taxes	\$	45,976.54	\$	67,834.05	\$	14,856.48	\$	8,018.53	
Remediation Expense	\$		\$		\$	4,155.84	\$	3,612.91	
Repairs and Maintenance	\$	108,942.62	\$	136,511.91	\$	305.45	\$	9,803.07	
Repairs HVAC Heat	\$		\$						
Security Services	\$	10,590.26	\$	13,872.26					
Utilities	\$	8,146.00	\$	8,146.00					
Utilities Cable	\$	3,408.86	\$	4,784.90					
Utilities Gas	\$	430.84	\$	430.84					
Utilities Power	\$	7,666.33	\$	8,389.87	\$	810.88	\$	162.45	
Utilities Sewer	\$	7,654.19	\$	10,253.42	\$	2,606.27	\$	3,216.75	
Utilities Trash Service	\$	16,385.18	\$	22,182.84	\$	4,956.20	\$	244.95	
Utilities Water	\$	10,837.88	\$	33,503.81	\$	2,658.62	\$		
Total Expenses	\$	346,463.71	\$	450,873.28	\$	58,024.59	\$	41,313.75	
NET INCOME (LOSS)	\$	(110,366.21)	\$	3,428.22	\$	22,714.41	\$	(3,034.85)	
Eric's rent (if paid)	\$	121,600.00	\$	213,780.00	\$	-	\$	17,780.00	
Net Income (loss) with Eric rent	\$	11,233.79	\$	217,188.22	\$	22,714.41	\$	14,245.15	
Elevator Expense Bill back to Eric	\$		\$		\$		\$	40,295.00	
Net Income	\$		\$		\$		\$	54,540.15	
		\$3200.00 per month			\$3200.00 thru 7/31/2018	Eric paid rent Paid Dec rent in Jan 2022		\$2680.00 per month Jan-June 2022	
					\$2680.00 8/1/2018 - current				



1 **OPPS**  
2 **THE DICKERSON KARACSONYI LAW GROUP**  
3 **ROBERT P. DICKERSON, ESQ.**  
4 Nevada Bar No. 000945  
5 **JOSEF M. KARACSONYI, ESQ.**  
6 Nevada Bar No. 010634  
7 **NATALIE E. KARACSONYI, ESQ.**  
8 Nevada Bar No. 010579  
9 1645 Village Center Circle, Suite 291  
10 Las Vegas, Nevada 89134  
11 Telephone: (702) 388-8600  
12 Facsimile: (702) 388-0210  
13 Email: info@thedklawgroup.com  
14 Attorneys for Lynita S. Nelson

9 **EIGHTH JUDICIAL DISTRICT COURT**  
10 **FAMILY DIVISION**  
11 **CLARK COUNTY, NEVADA**

12 **ERIC L. NELSON,**  
13 **Plaintiff/Counterdefendant,**

14 **v.**

15 **LYNITA SUE NELSON, MATT**  
16 **KLABACKA as Distribution Trustee**  
17 **of ERIC L. NELSON NEVADA**  
18 **TRUST dated May 30, 2001,**

19 **Defendants/Counterclaimants.**

20 **MATT KLABACKA, as Distribution**  
21 **Trustee of the ERIC L. NELSON**  
22 **NEVADA TRUST dated May 30,**  
23 **2001,**

24 **Crossclaimant,**

25 **v.**

26 **LYNITA SUE NELSON, Individually**  
27 **and as Investment Trustee of the LSN**  
28 **NEVADA TRUST, dated May 30,**  
29 **2001, and ERIC NELSON,**  
30 **Individually and as Investment**  
31 **Trustee of the ERIC L. NELSON**  
32 **NEVADA TRUST, dated May 30,**  
33 **2001,**

34 **Cross-Defendants.**

CASE NO.: D-09-411537-D  
DEPT NO.: O



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ii

AA3195

1                    MEMORANDUM OF POINTS AND AUTHORITIES

2    I.    INTRODUCTION

3            Eric and ELN Trust have sought awards of attorneys' fees using  
4 similar, distorted recitations of fact and citing the exact same inapplicable  
5 legal authorities. Accordingly, in the interest of judicial economy Lynita is  
6 filing this combined opposition to Eric's and ELN Trust's requests for  
7 attorneys' fees.

8            As will be shown below, there is absolutely zero legal basis upon  
9 which the Court can award attorneys' fees to either Eric or the ELN Trust.  
10 Lynita, like all litigants to a divorce action, was entitled to, and the Court  
11 was required to perform and make, a determination of the parties'  
12 community property, including any property held in trust. Although the  
13 division of property was not what Lynita requested, it does not change the  
14 fact that the Court had to trace the parties' properties in trust to determine  
15 whether any community property existed. It also does not change the fact  
16 that all of Lynita's claims were brought with reasonable grounds and in  
17 good faith. If Eric and ELN Trust wanted to potentially obtain an award  
18 of attorneys' fees as a result of the judgment ultimately entered and were  
19 confident in their positions, they could have served an offer to allow decree  
20 concerning the property rights of the parties pursuant to NRS 125.141.  
21 They chose not to avail themselves of this opportunity, and are now trying  
22 to sidestep the well-established rule that attorneys' fees can only be  
23 awarded pursuant to contract or statute by desperately trying to convince  
24 the Court that Lynita's pursuit of potential community property held by  
25 ELN Trust was somehow frivolous, when the Court in its initial Decree of  
26 Divorce equally divided all of the parties' property after a 16 day trial.

27            Furthermore, Lynita was successful on many issues leading up to the  
28 final trial, all of which ELN Trust and Eric conveniently disregard and now

1 seek attorneys' fees related to such issues. Eric and ELN Trust have also  
2 failed to support their requests with a Financial Disclosure Form as  
3 required by the Court's rules. Finally, the ELN Trust and Eric have the  
4 audacity to request an award of attorneys' fees against LSN Trust for  
5 Lynita's pursuit of a tracing and decision on community property, even  
6 after they successfully appealed this Court's orders in its original Decree of  
7 Divorce requiring ELN Trust to pay the personal obligations of Eric.

## 8 **II. FACTUAL STATEMENT**

9 Eric and ELN Trust have each included in their Motions for  
10 Attorneys' Fees a self-serving, incomplete, and misleading recitation of the  
11 procedural history on remand. Given the extent of the litigation on remand  
12 and the number of filings, it would take more pages than are allotted by the  
13 Court's rules to describe the complete procedural history on remand. Such  
14 an exercise is unnecessary as the Court record speaks for itself and the  
15 Court is familiar with the history of these proceedings. There are some  
16 points, however, that Lynita is compelled to highlight herein.

17 ELN Trust and Eric attempt to blame Lynita for every delay in this  
18 action, even when she was not responsible for such delay or when they  
19 contributed to such delays. For example, ELN Trust and Eric do not  
20 highlight for the Court the continuances they requested during the  
21 proceedings on remand when attempting to attribute the five (5) years of  
22 litigation to Lynita. ELN Trust and Eric also imply that the Court should  
23 punish Lynita for the appointment and removal of Larry Bertsch, CPA as  
24 Special Master, when Mr. Bertsch was specifically appointed by the Court,  
25 and later removed by the Court. The fact that Lynita advocated for Mr.  
26 Bertsch's appointment does not provide a basis for an award of fees. To  
27 rule otherwise would be to find that the Court made its decision to appoint  
28 Mr. Bertsch without reasonable grounds, which the Court would never do.

1 ELN Trust and Eric also gloss over and ignore all of the successes  
2 Lynita had during the course of the litigation on remand, all of the  
3 litigation that was caused by their inappropriate actions, and all of the  
4 issues that can in no way be labeled frivolous as evidenced by the way the  
5 Court grappled with such issues.

6 For example, as explained in Lynita's Petition for Writ of Mandamus  
7 or Other Extraordinary Relief filed October 30, 2018, attached hereto as  
8 **Exhibit A**, the Court initially indicated that the tracing period on remand  
9 would begin in 1993, but later changed its mind.

10 The Court also vacillated on the issue of imposition of the Joint  
11 Preliminary Injunction on remand, as explained in Lynita's Petition for  
12 Writ of Mandamus or Other Extraordinary Relief, attached hereto as  
13 **Exhibit B**. Eventually the Court decided that it would only impose the JPI  
14 over two (2) specific properties: Lindell and Banone. Lynita successfully  
15 challenged this issue with the Supreme Court of Nevada, and in a written  
16 decision, the Supreme Court held that this Court erred by not reimposing  
17 the JPI. *Nelson v. Eighth Judicial District Court*, 137 Nev. 139, 484 P.3d 270  
18 (2021).

19 The Court also initially ordered the joinder of NBGS, LLC to this  
20 action after ELN Trust transferred property in violation of the JPI, but later  
21 changed its mind in order to avoid a further delay of trial.

22 Lynita was successful on remand on the imposition of a Joint  
23 Preliminary Injunction, payment of rent for the Lindell building, the sale  
24 of a fifty percent (50%) interest in the Brian Head cabin, violations of the  
25 JPI by ELN Trust and Eric, and the child support and alimony arrears owed  
26 by Eric. The Court also ordered a property manager over the Lindell  
27 building, and denied each party's requests to continue managing the  
28 property.

1 On all of the foregoing issues, which are not an exhaustive list of all  
2 the issues that arose during the remand of this matter leading up to trial,  
3 it would be impossible for the Court to find that ELN Trust and Eric were  
4 prevailing parties and/or that Lynita maintained such claims without  
5 reasonable grounds.

6 Finally, ELN Trust and Eric implicitly recognize the validity of the  
7 claims maintained by Lynita at trial, and the genuineness of her disputes,  
8 in their filings. In his Declaration, counsel for the ELN Trust Jeffrey  
9 Luszeck, Esq., states at page 3, lines 3-4, when describing the character of  
10 the work performed: "The underlying facts of this case presented an issue  
11 regarding whether Lynita had a community property interest in the ELN  
12 Trust." In arguing about the Result, Mr. Luszeck states at page 3, lines 23-  
13 24 of his Declaration: "Indeed, but for Undersigned Counsel's diligent work  
14 this Court may have found that Lynita had a community property interest  
15 in the ELN Trust."

16 Michael Carman, Esq., counsel for Eric, states in his Declaration at  
17 page 2, lines 12-19, and page 3, lines 11-14, the following:

18 The work performed in this case was complex, extremely  
19 important, and necessary. The underlying facts of this case  
20 presented unique issues regarding the transfers of Disputed  
21 Properties between self-settled spendthrift trusts. As such, the  
22 character of the work performed was extremely important in  
23 demonstrating to the court that there was no community  
24 property within Mr. Nelson's trusts. Further, Eric is only  
25 requesting an award of attorney's fees from April 2021 forward.  
26 The majority of the fees were incurred preparing and  
27 conducting the trial.

28 . . . .

As indicated in the Court's decision entered on June 29, 2022,  
and January 31, 2023, the quality of work performed by  
counsel was excellent, and produced a favorable outcome for  
Mr. Nelson. It is believed that but for counsel's diligent work  
Eric would not have been the prevailing party.

1 The reasonableness and merit of Lynita's claims are evidenced by the sworn  
2 statements of Eric's and ELN Trust's counsel. While they try to paint a  
3 false picture in the Motions for Attorneys' Fees that Lynita's positions were  
4 frivolous and without merit, they know full-well and acknowledge in their  
5 Declarations that the issues were very complex, and that this case could  
6 have been decided in Lynita's favor.

### 7 **III. LEGAL ARGUMENT**

#### 8 **A. NRS 18.010(2)(a) Is Inapplicable As A Matter Of Law**

9 Probably knowing that there is no legal basis for an award of  
10 attorneys' fees to them, Eric and ELN Trust attempt to trick the Court into  
11 awarding fees to them under NRS 18.010(2)(a). Under NRS 18.010(2)(a),  
12 a court can award attorneys' fees "to a prevailing party:<sup>1</sup> (a) When the  
13 prevailing party has not recovered more than \$20,000." Both Eric and  
14 ELN Trust cite to this argument first in their respective legal analyses,  
15 presumably because they believe it is their strongest argument.

16 It is well-settled in Nevada that in order for a court to award  
17 attorneys' fees pursuant to NRS 18.010(2)(a), the party must have sought  
18 and recovered a money judgment at trial:

19 Respondents claim that, as prevailing parties which recovered  
20 less than \$20,000 (respondents neither sought nor recovered  
21 damages), they are entitled to an award of fees under NRS  
22 18.010(2)(a). Based on the legislative history of the 1985  
23 amendments to NRS 18.010, respondents argue that NRS  
24 18.010(2)(a) permits prevailing defendants to recover attorney  
25 fees even though the defendants did not receive a money  
26 judgment.

27 Since the 1985 amendments to NRS 18.010, this court has  
28 held that a party may recover attorney fees pursuant to NRS  
18.010(2)(a) only if that party received a money judgment at  
trial. *Woods v. Label Investment Corp.*, 107 Nev. 419, 427, 812  
P.2d 1293, 1299 (1991) ("[A] money judgment is a  
prerequisite to an award of attorney fees under [NRS  
18.010(2)(a)]."); *Key Bank v. Donnels*, 106 Nev. 49, 53, 787

---

<sup>1</sup> As discussed in Section B of this Legal Argument, the Court should not consider Eric or ELN Trust "prevailing parties."

1 P.2d 382, 385 (1990) (“[B]ecause respondents did not recover  
2 a money judgment below,” they could not recover attorney fees  
3 under NRS 18.010(2)(a).). Having reviewed the legislative  
4 history of the 1985 amendments, and the prior history of the  
5 statute, we conclude that we should not now deviate from the  
6 rule established by *Woods* and *Key Bank*.

7 ...

8 Respondents contend that the legislature’s use of the term  
9 “prevailing party” evidences its intent to afford plaintiffs and  
10 defendants an equal opportunity to recover attorney fees  
11 pursuant to NRS 18.010(2)(a). Based on some of the testimony  
12 regarding the bill, this position has merit. However, if we accept  
13 the view that no money judgment is required for an award of  
14 attorney fees, we are not achieving equal opportunity, but  
15 rather heavily weighting the opportunity in favor of defendants.  
16 A defendant, as opposed to a counterclaimant, neither seeks  
17 nor recovers damages. Thus, a prevailing defendant would  
18 always satisfy the measuring language of NRS 18.010(2)(a) and  
19 would be entitled to recover attorney fees regardless of the  
20 amount which the plaintiff sought to recover. Consequently, a  
21 successful defendant in a multi-million dollar suit could receive  
22 an award of attorney fees from the plaintiff. In contrast, if the  
23 plaintiff prevailed in a multi-million dollar suit, the plaintiff  
24 could not receive an award of attorney fees because he  
25 recovered more than \$20,000. Thus, eliminating the  
26 requirement of a money judgment will not provide plaintiffs  
27 and defendants with an equal opportunity to recover attorney  
28 fees. Furthermore, the legislative intent that this statute apply  
only to small cases would be frustrated.

...

We hold that the recovery of a money judgment is a  
prerequisite to an award of attorney fees pursuant to NRS  
18.010(2)(a).

*Smith v. Crown Financial Services of America*, 111 Nev. 277, 890 P.2d 769,  
771, 774 (1995). The argument that is being made here – that Eric and  
ELN Trust are entitled to fees as a prevailing party defending a claim for  
monies or property – was rejected nearly twenty (20) years ago by the  
Supreme Court of Nevada in *Smith*. Accordingly, the Court must deny the  
request.

It should also be mentioned that the Supreme Court in *Smith*  
discussed the limited circumstances under which the Nevada Legislature  
intended for NRS 18.010(2)(a) to apply, and it was certainly never

1 intended or contemplated that the statute would apply to divorce actions  
2 and division of community property. *See generally, Smith.* If the Court  
3 interpreted the statute to apply in divorce, an award of attorneys' fees  
4 could be made in every divorce action where the community property  
5 estate was found to be less than \$20,000, or where less than \$20,000 in  
6 alimony or child support was awarded.

7 B. Lynita's Claims Were Maintained With Reasonable Grounds, A Trial  
8 On The Tracing Of Any Community Property Was Required By The  
9 Supreme Court Of Nevada's Decision And NRS 18.010(2)(b) And  
10 EDCR 5.219 Do Not Provide A Basis For An Award Of Attorneys  
11 Fees In This Matter

12 NRS 18.010(2) applies by its express language to "prevailing parties."  
13 The Court should not consider Eric and ELN Trust a "prevailing party"  
14 simply because the Court did not find any community property to exist  
15 within ELN Trust.

16 NRS 125.150(1)(b) requires the Court in a divorce action to  
17 adjudicate the community property rights of the parties, including any  
18 property transferred to an irrevocable trust.<sup>2</sup> In its 2017 decision, the  
19 Supreme Court held that this Court must conduct a tracing to determine  
20 whether any community property exists within ELN Trust or LSN Trust:

21 Eric's Trust retained a certified public accountant to prepare a  
22 report tracing the assets within the two trusts. However, as  
23 noted by the district court, the certified public accountant  
24 maintained a business relationship with Eric and Eric's Trust

25 <sup>2</sup> NRS 125.150(1)(b) provides:

26 1. In granting a divorce, the court:

27 . . .

28 (b) Shall, to the extent practicable, make an equal disposition of the  
community property of the parties, including, without limitation, any  
community property transferred into an irrevocable trust pursuant to NRS  
123.125 over which the court acquires jurisdiction pursuant to NRS 164.010,  
except that the court may make an unequal disposition of the community  
property in such proportions as it deems just if the court finds a compelling  
reason to do so and sets forth in writing the reasons for making the unequal  
disposition.



1 for more than a decade. Although the certified public  
2 accountant's report concluded that there was "no evidence that  
3 any community property was transferred to [Eric's Trust] or  
4 that any community property was commingled with the assets  
5 of [Eric's Trust]," the district court found the report and  
6 corresponding testimony to be unreliable and of little probative  
7 value. We recognize that the district court is in the best  
8 position to weigh the credibility of witnesses, and we will not  
9 substitute our judgment for that of the district court here. *See*  
10 *In re Parental Rights as to J.D.N.*, 128 Nev. 462, 477, 283 P.3d  
11 842, 852 (2012). However, the subject of the certified public  
12 accountant's report—the tracing of trust assets, specifically any  
13 potential commingling of trust assets with personal  
14 assets—must still be performed. *See Schmanski v. Schmanski*, 115  
15 Nev. 247, 984 P.2d 752 (1999) (discussing transmutation of  
separate property and tracing trust assets in divorce). Without  
proper tracing, the district court is left with only the parties'  
testimony regarding the characterization of the property, which  
carries no weight. *See Peters v. Peters*, 92 Nev. 687, 692, 557  
P.2d 713, 716 (1976) ("The opinion of either spouse as to  
whether property is separate or community is of no weight  
[whatsoever]"). Accordingly, we conclude the district court  
erred by not tracing the assets contained within the trusts,  
either through a reliable expert or other available means.  
Separate property contained within the spendthrift trusts is not  
subject to attachment or execution, as discussed below.  
However, if community property exists within the trusts, the  
district court shall make an equal distribution of that  
community property. *See* NRS 125.150(1)(b).

16 *Klabacka v. Nelson*, 133 Nev. 164, 394 P.3d 940, 948 (2017). As the  
17 Supreme Court further explained in its Opinion granting writ petition  
18 entered on April 1, 2021, "[w]e also recognized assets within the trusts may  
19 contain community property and remanded the case so that the district  
20 court could conduct a proper tracing of the trust assets to determine  
21 whether any community property was transferred into or commingled  
22 within the trusts." *Nelson v. Eighth Jud. Dist. Ct.*, 137 Nev. Adv. Op. 14, 484  
23 P.3d 270, 274-75 (2021).

24 Even in divorce cases where default is entered, the Court must still  
25 trace and divide property pursuant to NRS 125.150(1)(b), and make  
26 independent findings supporting the division of property in accordance  
27 with the law. *Blanco v. Blanco*, 129 Nev. 723, 311 P.3d 1170, 1175-76  
28 (2013). Accordingly, when the court traces and makes findings regarding

1 the character of property in a divorce, including properties transferred to  
2 irrevocable trusts, there is no “prevailing party” as the task must be  
3 performed in every case. To allow an award of attorneys’ fees to allegedly  
4 prevailing parties in the division of property in a divorce action would have  
5 a stifling effect on parties’ abilities to pursue their rights to property, which  
6 cannot be permitted. Parties should not fear an award of attorneys’ fees  
7 against them simply for pursuing an adjudication of their property rights  
8 pursuant to NRS 125.150(1)(b).

9 Second, there are specific statutes that govern the award of attorneys’  
10 fees in divorce actions. Specifically, NRS 125.040 allows parties to a  
11 divorce to request moneys necessary to carry on or defend the suit. NRS  
12 125.150(4) provides: “4. Except as otherwise provided in NRS 125.141,  
13 whether or not application for suit money has been made under the  
14 provisions of NRS 125.040, the court may award a reasonable attorney’s  
15 fee to either party to an action for divorce.”<sup>3</sup> In order for a court to award  
16 fees pursuant to these statutes, it must consider and make findings  
17 regarding the financial condition and disparity in income of the parties to  
18 ensure equal access to the courtroom. *Sargeant v. Sargeant*, 88 Nev. 223,  
19 227, 495 P.2d 618, 621 (1972); *see also Wright v. Osburn*, 114 Nev. 1367,  
20 1370, 970 P.2d 1071, 1073 (1998) (“The disparity in income is also a  
21 factor to be considered in the award of attorney fees.”).

22 Finally, and perhaps most importantly, the Court cannot conclude  
23 that Lynita brought her claims without reasonable grounds, to harass Eric  
24 or ELN Trust, or to multiply the proceedings. As the Court is aware, the  
25 original Decree of Divorce equally divided all property between the parties

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26 <sup>3</sup> NRS 125.141 allows a party to make an offer to allow decree concerning property  
27 rights to potentially recover costs and reasonable attorney’s fees, and to prohibit the other  
28 party from recovering costs and attorney’s fees, if the party who rejects the offer does not  
obtain a more favorable property division at trial. However, no such offer was made in this  
case.

1 ELN Trust and LSN Trust. The Supreme Court of Nevada, as stated  
2 above, required the Court to conduct a tracing. After initially appointing  
3 Larry L. Bertsch, CPA, the Court ordered the parties to present their own  
4 experts and determined that Lynita had the burden of proof. Lynita then  
5 presented what she believed was a very strong case, showing, amongst other  
6 things, that (1) Wyoming Downs was re-acquired from the forgiveness of  
7 a loan made by Eric personally, probably for consulting services, (2) ELN  
8 Trust received business interests from Eric individually and not his 1993  
9 trust, which business interests were not listed in the parties' 1993 Separate  
10 Property Agreement, and (3) there were management fees paid directly to  
11 Eric. There is a presumption under Nevada law that any property acquired  
12 during marriage is community property, and such presumption may only  
13 be overcome by clear and convincing evidence. *Forrest v. Forrest*, 99 Nev.  
14 602, 604-05, 668 P.2d 275, 277 (1983). In the absence of the parties'  
15 trusts, the Court would have had no choice but to conclude that the  
16 aforementioned assets in Eric's individual names were presumed to be  
17 community property.<sup>4</sup> Certainly then it was not frivolous, unwarranted, or  
18 without reasonable grounds for Lynita to maintain that the Court should  
19 find such properties to be the community property of the parties.  
20 Additionally, and as set forth in the Factual Statement, Lynita was  
21 successful on numerous issues leading up to trial for which the ELN Trust  
22 and Eric have both lumped in their attorneys' fees.

23 In making an award of attorneys' fees, the Court is required to  
24 provide sufficient findings and reasoning to support its award. *Shuette v.*  
25 *Beazer Homes Holdings Corp.*, 121 Nev. 837, 124 P.3d 530, 549 (2005).  
26 Simply put, the evidence presented and the case history cannot support

---

27  
28 <sup>4</sup> Respectfully, Lynita disagrees with the Court's ruling that the presumption should  
not have applied in this case simply because the parties had irrevocable trusts.

1 findings by this Court that Lynita maintained her claims for the purpose  
2 of harassment or without reasonable grounds.

3 C. Eric And ELN Trust Have Failed To Support Their Requests For  
4 Attorneys' Fees By Filing A Financial Disclosure Form

5 While any further analysis is unnecessary, Lynita is compelled to  
6 point out that Eric and ELN Trust did not properly support their requests  
7 for attorneys' fees with the filing of a General Financial Disclosure Form  
8 ("FDF"). An FDF is required to be filed in support of any request for  
9 monies pursuant to Eighth Judicial District Court Rules, Rule 5.507  
10 (2023). Without an FDF, the Court cannot make the necessary findings  
11 regarding the parties' relative financial circumstances and disparity in  
12 income to support an award of attorneys' fees.

13 D. Eric And ELN Trust Have The Audacity To Request An Award Of  
14 Attorneys' Fees For The Trial In This Matter Against LSN Trust,  
15 When They Successfully Appealed Prior Orders Of The Court  
Requiring ELN Trust To Pay Monies Ordered Against Eric

16 While there is absolutely no basis upon which the Court can award  
17 attorneys' fees to Eric or ELN Trust, it must be pointed out that Eric and  
18 ELN Trust are asking the Court to enter an award of attorneys' fees against  
19 Lynita and LSN Trust. It is ironic because Eric and ELN Trust successfully  
20 appealed the Court's orders in the Decree of Divorce requiring ELN Trust  
21 to satisfy Eric's personal obligations for alimony and child support. *See*  
22 *Klabacka*, 394 P.3d at 940, 950-51. Eric indicates that the attorney's fees  
23 he is requesting begin April 2021 and are related primarily to the trial of  
24 this matter. A large portion of fees incurred by ELN Trust also relate to the  
25 trial in this matter. At trial, the Court heard the tracing of properties held  
26 in trust required by the Supreme Court of Nevada's remand in order to  
27 determine whether community property existed in either trust. The right  
28 to community property was personal to Lynita (*see* NRS 123.220), and

1 certainly the Court cannot order LSN Trust to be responsible to Eric and  
2 ELN Trust for any attorneys' fees awarded against Lynita (assuming  
3 *arguendo* that there was a basis for such an award under the law).

4 **IV. CONCLUSION**

5 For the reasons set forth above, Lynita respectfully requests that the  
6 Court deny ELN Trust's and Eric's requests for attorneys' fees in their  
7 entirety.

8 DATED this 22<sup>nd</sup> day of March, 2023.

9 THE DICKERSON KARACSONYI  
10 LAW GROUP

11 By /s/ Josef Karacsonyi  
12 ROBERT P. DICKERSON, ESQ.  
13 Nevada Bar No. 000945  
14 JOSEF M. KARACSONYI, ESQ.  
15 Nevada Bar No. 010634  
16 NATALIE E. KARACSONYI, ESQ.  
17 Nevada Bar No. 010579  
18 1645 Village Center Circle, Suite 291  
19 Las Vegas, Nevada 89134  
20 Attorneys for Lynita S. Nelson  
21  
22  
23  
24  
25  
26  
27  
28

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of THE  
3 DICKERSON KARACSONYI LAW GROUP, and that on this 22<sup>nd</sup> day of  
4 March, 2023, I caused the above and foregoing document entitled  
5 DEFENDANT/CROSS-DEFENDANT, LYNITA S. NELSON'S,  
6 OPPOSITION TO ELN TRUST'S AND ERIC NELSON'S MOTIONS  
7 FOR ATTORNEYS' FEES, to be served as follows:

- 8 [X] by mandatory electronic service through the Eighth Judicial  
District Court's electronic filing system;  
9 [ ] pursuant to NRCP 5(b)(2)(c), by placing same to be deposited  
10 for mailing in the United States Mail, in a sealed envelope  
11 upon which first class postage was prepaid in Las Vegas,  
Nevada;  
12 [ ] pursuant to NRCP 5(b)(2)(F), to be sent via facsimile, by duly  
executed consent for service by electronic means;  
13 [ ] pursuant to NRCP 5(b)(2)(A), by hand-delivery with signed  
14 Receipt of Copy.

15 To the attorney(s) listed below at the address, email address, and/or  
16 facsimile number indicated below:

17 MICHAEL P. CARMAN, ESQ.  
18 CARMAN & PRICE  
mike@nvfamilylaw.com  
Attorney for Plaintiff, Eric L. Nelson

19 MICHELLE HAUSER, ESQ.  
20 JONES & LOBELLO  
hauser@joneslobello.com  
21 Attorneys for Plaintiff, Eric L. Nelson

22 JEFFREY P. LUSZECK, ESQ.  
23 SOLOMON DWIGGINS FREER & STEADMAN, LTD.  
jluszeck@sdfnvlaw.com  
Attorneys for Matt Klabacka, Distribution Trustee of ELN Trust

24  
25 /s/ Josef Karacsonyi  
26 An employee of The Dickerson Karacsonyi Law Group  
27  
28



1 **OPPC**  
2 **THE DICKERSON KARACSONYI LAW GROUP**  
3 **ROBERT P. DICKERSON, ESQ.**  
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14 Attorneys for Lynita S. Nelson

9 EIGHTH JUDICIAL DISTRICT COURT  
10 FAMILY DIVISION  
11 CLARK COUNTY, NEVADA

12 ERIC L. NELSON,  
13 Plaintiff/Counterdefendant,

14 v.

15 LYNITA SUE NELSON, MATT  
16 KLABACKA as Distribution Trustee  
17 of ERIC L. NELSON NEVADA  
18 TRUST dated May 30, 2001,

19 Defendants/Counterclaimants.

20 MATT KLABACKA, as Distribution  
21 Trustee of the ERIC L. NELSON  
22 NEVADA TRUST dated May 30,  
23 2001,

24 Crossclaimant,

25 v.

26 LYNITA SUE NELSON, Individually  
27 and as Investment Trustee of the LSN  
28 NEVADA TRUST, dated May 30,  
2001, and ERIC NELSON,  
Individually and as Investment  
Trustee of the ERIC L. NELSON  
NEVADA TRUST, dated May 30,  
2001,

Cross-Defendants.

CASE NO.: D-09-411537-D  
DEPT NO.: O

1        DEFENDANT/CROSS-DEFENDANT, LYNITA S. NELSON'S,  
2        OPPOSITION TO MOTION FOR IMMEDIATE PAYMENT OF  
3        FUNDS BELONGING TO ELN TRUST

4                                AND

5        COUNTERMOTION FOR FINAL DETERMINATION OF  
6        ALIMONY ISSUE, AND PAYMENT OF MONIES OWED BY ELN  
7        TRUST TO LSN TRUST

8        COMES NOW, Defendant/Cross-Defendant, LYNITA S. NELSON  
9        (“Lynita”), Individually and as Investment Trustee of the LSN NEVADA  
10       TRUST, dated May 30, 2001 (“LSN Trust”), by and through her attorneys,  
11       ROBERT P. DICKERSON, ESQ., JOSEF M. KARACSONYI, ESQ., and  
12       NATALIE E. KARACSONYI, ESQ., of THE DICKERSON KARACSONYI  
13       LAW GROUP, and does hereby submit her Opposition to Motion for  
14       Immediate Payment of Funds Belonging to ELN Trust, and Countermotion  
15       for Final Determination of Alimony Issue, and Payment of Monies Owed  
16       by ELN Trust to LSN Trust (“Opposition and Countermotion”). Lynita  
17       respectfully requests the Court enter the following Orders:

18                1.     An Order denying the Motion for Immediate Payment of Funds  
19       Belonging to ELN Trust (“Motion”), filed by MATT KLABACKA, the  
20       Distribution Trustee of the ERIC L. NELSON NEVADA TRUST (“ELN  
21       Trust”);

22                2.     An Order for a final decision and judgment on the alimony  
23       owed by Plaintiff, ERIC L. NELSON, and whether the \$324,000 previously  
24       paid by ELN Trust will be applied as an offset against same;

25                3.     For a determination of monies owed to LSN Trust by ELN  
26       Trust, which should be offset against any monies owed by LSN Trust to  
27       ELN Trust;

28                4.     For an evidentiary hearing on the issues of monies owed  
29       between LSN Trust and ELN Trust, or in the alternative, appointment of



1 a special master accountant to review the financial records and opine on  
2 such issue; and

3 5. For such further relief as the Court finds just in the premises.

4 This Opposition and Countermotion is made and based upon the  
5 pleadings and papers on file herein, the Memorandum of Points and  
6 Authorities attached hereto, and any oral argument at the time of the  
7 hearing of this matter.

8 DATED this 22<sup>nd</sup> day of March, 2023.

9 THE DICKERSON KARACSONYI  
10 LAW GROUP

11 By /s/ Josef Karacsonyi

12 ROBERT P. DICKERSON, ESQ.

13 Nevada Bar No. 000945

14 JOSEF M. KARACSONYI, ESQ.

15 Nevada Bar No. 010634

16 NATALIE E. KARACSONYI, ESQ.

17 Nevada Bar No. 010579

18 1645 Village Center Circle, Suite 291

19 Las Vegas, Nevada 89134

20 Attorneys for Lynita S. Nelson

1                   **MEMORANDUM OF POINTS AND AUTHORITIES**

2   **I. INTRODUCTION**

3           ELN Trust is clearly attempting to obtain a financial windfall from  
4 the prior transfer of properties in accordance with the Decree of Divorce,  
5 and to take advantage of Lynita. ELN Trust is seeking an award of **gross**  
6 **receipts** of properties transferred to Lynita pending appeal, without any  
7 regard to the expenses associated with such properties and the significant  
8 funds paid into such properties by Lynita. ELN Trust is seeking repayment  
9 of rents collected by LSN Trust for the Lindell commercial building owned  
10 jointly by ELN Trust and LSN Trust, without any consideration or offset  
11 for the rents ELN Trust failed to pay for large periods of time between the  
12 Decree of Divorce and present date while occupying the largest space in the  
13 building. As will be shown, the ELN Trust owes money to LSN Trust and  
14 it is LSN Trust which should be reimbursed for the significant monies it  
15 lost from the properties transferred and the failure of ELN Trust to pay  
16 rent.

17           The Court is also yet to issue a final decision on Eric's alimony  
18 obligation and the \$324,000 paid from the account previously frozen at  
19 Bank of Nevada. The Court should issue a decision on the alimony owed  
20 by Eric, and schedule an evidentiary hearing to decide the reimbursements  
21 owed between ELN Trust and LSN Trust, or in the alternative appoint a  
22 special master accountant to review the financial records and opine on such  
23 issue.

24   **II. FACTUAL STATEMENT**

25   A. **Lynita Provided All Required Accountings And Documents To ELN**  
26       **Trust**

27           At the August 8, 2017 hearing, the Court's Minutes instructed Lynita  
28 to provide the Quarterly Accountings by 5:00 p.m. on October 4, 2017.

1 The Court did not require Lynita to provide any further backup  
2 documentation at such time.

3 On October 4, 2017, LSN Trust filed its Notice of Filing and Filing  
4 of Accounting for the Banone, LLC and Lindell properties from July 1,  
5 2014 through June 30, 2017. The accounting showed a loss of  
6 (\$292,284.85) during such period of time. While ELN Trust complains  
7 about the \$159,810.40 in legal expense and \$61,374.35 in automobile  
8 expense, even deducting those expenses entirely (which would not be  
9 appropriate) results in a net loss of (\$71,100.10).<sup>1</sup> The loss is actually  
10 greater because LSN Trust was not able to pay itself certain management  
11 fees due to insufficient funds. A huge reason for the total loss incurred by  
12 LSN Trust was the ELN Trust's failure to pay rent for its suites (200/201)  
13 at the Lindell office.

14 Another reason for the losses experienced by LSN Trust was the  
15 condition of the properties when they were transferred to LSN Trust.  
16 When LSN Trust received the Lindell and Banone properties from ELN  
17 Trust they were in disrepair. Many of the residential properties and the  
18 commercial building were in disrepair, unfinished, had utilities that were  
19 not maintained, and/or failed to comply with building codes and  
20 habitability standards. The properties were, quite frankly, embarrassing.  
21 Lynita spent \$229,407.82 on Maintenance and Repairs to bring the  
22 properties to acceptable living standards, and to attract and retain good

---

23  
24 <sup>1</sup> Lynita spent an incredible amount of time personally managing the properties  
25 transferred to her, traveling between the various properties as needed to coordinate  
26 repairs and maintenance, show the properties, etc. Additionally, there were legal  
27 expenses incurred in this action which directly related to the properties. The Court can  
28 take judicial notice of the numerous filings related to the transfer of the properties post-  
divorce (from ELN Trust to LSN Trust and then back to ELN Trust), the accountings  
required by the Court, and the management of the properties. Lynita's billing invoices  
during all of said time period were submitted with her Motion for Attorneys' Fees  
Pursuant to NRCF 54(d)(2), and NRS 125.150(4), and Memorandum of Fees, filed  
February 21, 2023.

1 tenants. With respect to Lindell, Lynita re-paved and painted the parking  
2 lot, replaced the roof, repaired utilities, improved landscaping, etc. Lynita's  
3 pride in the properties she was awarded in the Decree of Divorce, and  
4 business decision to invest in the properties added significant value to the  
5 properties (which value ELN Trust realized when it sold the Banone, LLC  
6 properties in violation of the Court's Joint Preliminary Injunction),  
7 provided a beginning for recovering from the previous conditions, and  
8 increased the ability to rent the properties. There was an increase in  
9 occupancy and monthly lease amounts, and the properties attracted  
10 responsible and desirable tenants who remained in the properties for longer  
11 periods of time due to the condition of the properties. Lynita and the LSN  
12 Trust should be reimbursed for the significant improvements made to the  
13 properties and the extensive monies lent towards same.

14 On November 30, 2017, ELN Trust filed its Response to Court  
15 Ordered Accountings; Motion to Compel Production of Back-up  
16 Documentation; and for Attorneys' Fees and Costs ("Motion to Compel  
17 Production"), asserting that Lynita "has squandered and run the Lindell  
18 and Banone Properties into the ground" and requested that Lynita provide  
19 the "general ledger for the payment of wages as well as any other  
20 documentation which would support the stated expenses for each piece of  
21 property, production of any leases entered into from July 1, 2014 through  
22 present, and the monthly rent rolls for each respective piece of property."

23 On December 21, 2017, Lynita filed her Reply to Plaintiff's  
24 Responses to Court Ordered Accountings; Opposition to Motion to Compel  
25 Production of Back-up Documentation; and for Attorneys' Fees and Costs  
26 ("Reply"), denying the ELN Trust's assertion that she was noncompliant  
27 with the Court's Order and requesting the Court deny the ELN Trust's  
28 Motion to Compel Production.

1 At the January 3, 2018 hearing on ELN Trust's Motion to Compel  
2 Production and Lynita's Reply, the Court ordered Lynita to provide the  
3 general ledger for the Banone and Lindell properties showing the expenses  
4 for the property, and all lease agreements by January 31, 2018, with the  
5 ELN Trust permitted to request further documentation for expenses that  
6 were "out of the ordinary." Lynita's counsel clarified with the Court the  
7 disclosures that needed to be provided to Eric and ELN Trust at 10:11:42  
8 of the January 3, 2018 Hearing, as follows:

9 Judge Sullivan: Give you a chance, I am going to grant their  
10 motion for the general ledger and a copy of  
11 the expenses so they can, backup  
12 documentation, any leases, backup  
13 documentation, any business person would  
14 have that, so I'm going to grant your  
15 motion for a general ledger, a copy of your  
16 expenses, accounting of expenses, and a  
17 copy of any leases that they have, and  
18 again, we just need to get that going on that.  
19 I'm going to give you until the end of the  
20 month, January 31, 2018.

21 Mr. Karacsonyi: It's just the same as what they gave to us  
22 previously?

23 Judge Sullivan: Yeah.

24 Mr. Karacsonyi: We don't have to give them a receipt for  
25 everything, for every single. A general  
26 ledger is what they gave us previously.

27 Mr. Luszeck: Yeah, I believe we did provide some backup  
28 documentation, I mean, if the general ledger  
is detailed, you know, there was a \$5 repair  
charge or something like that [inaudible]  
generally be ok with.

29 Judge Sullivan: General ledger, and the leases on that and  
30 if there's any request for expenses you can  
31 request expenses that are out of the  
32 ordinary. How is that? Is that fair enough?

33 Emphasis added.

34 On January 31, 2018, Lynita provided the general ledger for repairs  
35 and maintenance, and numerous lease agreements for the Lindell and

1 Banone properties in her First Post Appeal Disclosure of Documents, a  
2 copy of which was attached as Exhibit B to the Appendix of Exhibits to  
3 Opposition to ELN Trust's Motion for a Finding of Contempt, Etc., filed  
4 April 12, 2018. At the January 31, 2018 hearing, Lynita's counsel  
5 requested that Lynita be granted an extension to produce the rest of the  
6 general ledger – which counsel for the ELN Trust stipulated to in Open  
7 Court. Lynita was unable to obtain and produce the complete general  
8 ledger by January 31, 2018 due to a death in her family, but in good faith  
9 produced what she had completed given the circumstances.

10 On February 16, 2018, Lynita produced the LSN Rental Income  
11 general ledger for the Banone and Lindell properties, for the period of July  
12 1, 2014 through December 31, 2017, in her Second Post Appeal Disclosure  
13 of Documents, a copy of which was attached as Exhibit C to the Appendix  
14 of Exhibits to Opposition to ELN Trust's Motion for a Finding of  
15 Contempt, Etc., filed April 12, 2018. On March 12, 2018, Lynita  
16 responded to the ELN Trust's requests for detailed expenses regarding the  
17 properties by producing the LSN Trust Property Expense Detailed General  
18 Ledger for the period of July 1, 2014 through June 30, 2017, in her Third  
19 Post Appeal Disclosure of Documents, a copy of which was attached as  
20 Exhibit D to the Appendix of Exhibits to Opposition to ELN Trust's  
21 Motion for a Finding of Contempt, Etc., filed April 12, 2018.

22 In the April 19, 2018 Decision, the Court further ordered, in part:

23 Additionally, the LSN Trust shall provide to the ELN Trust  
24 copies of any and all tenant leases for the Lindell Property for  
25 the period of June 3, 2013 to the present. The LSN Trust shall  
26 also provide to the ELN Trust quarterly accountings for the  
27 Lindell property, including any and all supporting  
28 documentation, for the period of June 3, 2013 to the Present.  
Supporting documentation is to include records as to gross  
profits and expenses related thereto, including, but not limited  
to, general upkeep, management fees, administrative fees/wages,  
and maintenance fees/wages.

1 April 19, 2018 Decision, pg. 4, lines 10-19.

2 On May 9, 2018, the Court entered a Stipulation And Order  
3 Vacating Motion For A Finding Of Contempt, For Implementation Of The  
4 Penalties Of Contempt, For Attorneys' Fees And Costs, And For Other  
5 Related Relief; And For Countermotion For An Award Of Attorneys' Fees  
6 and Costs, wherein the parties stipulated the LSN Trust previously  
7 provided some of the documentation/information required by the Court's  
8 April 19, 2018 Decision, and the LSN Trust would have until May 15,  
9 2018 to provide the ELN Trust with the remaining information.

10 On May 15, 2018, Lynita produced a detailed ledger and  
11 disbursement journal for vendor expenses, and details of Accounting,  
12 Automobile, Legal, Telephone and Interest expenses in her Fourth Post  
13 Appeal Disclosure of Documents, a copy of which is attached hereto as  
14 **Exhibit A**.

15 On May 25, 2018, Lynita and the LSN Trust served Eric and the  
16 ELN Trust with Lynita's Fifth Post Appeal Disclosure of Documents, a  
17 copy of which is attached hereto as **Exhibit B**, containing the remaining  
18 information ordered to be produced. Thereafter, between September 13,  
19 2019 and April 2, 2021, Lynita made six (6) additional disclosures – her  
20 Sixth, Seventh, Eighth, Ninth, Tenth, and Eleventh Post Appeal  
21 Disclosures of Documents, copies of which are attached hereto as **Exhibits**  
22 **C-H**. In the Sixth Post Appeal Disclosure of Documents (**Exhibit C**),  
23 Lynita updated property expenses from May 1, 2018 to August 27, 2018,  
24 provided Red Rock Financial Services accounting ledger for the Banone  
25 properties, and provided HOA notices related to the Rusty Ridge Lane  
26 residence. In the Seventh, Eighth, Ninth, Tenth, and Eleventh Post Appeal  
27 Disclosures of Documents (**Exhibits D-H**), Lynita served additional  
28 accountings, utility billing statements, vendor invoices and receipts, lease

1 agreements, and financial statements related to the Lindell building  
2 covering all time periods until management of Lindell was transferred to a  
3 property manager, as well as additional financial documents related to the  
4 Banone rental properties.

5 Finally, attached hereto as Exhibit I is a profit and loss only for the  
6 Banone properties from January 1, 2014 to August 6, 2018, which does not  
7 include any of the miscellaneous expenses associated with both Banone and  
8 Lindell and of which ELN Trust complained (i.e., accounting, automobile,  
9 legal, etc.). The profit and loss shows that the net profit related to such  
10 properties was \$194,544.21 during such time period.

11 It must be pointed out that ELN Trust has repeatedly asserted that  
12 it simply wants Lynita to produce that which it was required to produce to  
13 Lynita after entry of the parties' Decree of Divorce. However, it appears  
14 that Lynita has already produced the same information ELN Trust was  
15 required to produce post-Decree. In reviewing the case file, it appears that  
16 ELN Trust produced general ledgers and accountings (income and profit  
17 and loss statements), and for a few expenses (such as Garrett's tuition  
18 payments which were included as an expense), a cash disbursement  
19 journal.<sup>2</sup> Lynita simply does not know what ELN Trust provided that she  
20 has not provided.

21 B. ELN Trust's Failure To Pay Rent And Expenses For Its Suites At  
22 Lindell

23 The parties have been before the Court numerous times on ELN  
24 Trust's failure to pay rent for Suites 200/201 at the Lindell building. The  
25 June 8, 2015 Order found that Lynita and the LSN Trust were entitled to  
26 rental payments in the amount of \$3,200.00 per month for occupying

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27 <sup>2</sup> The file is admittedly voluminous, and if counsel has missed any disclosure(s)  
28 made by ELN Trust post-divorce, then certainly ELN Trust will be able to point to  
same.



1 3,200 square feet on the second floor of the Lindell Property, and ordered  
2 that Eric and ELN Trust pay Lynita and the LSN Trust the amount of  
3 \$76,800.00, with interest, from June 3, 2013, as rental payments for the  
4 Lindell property for the period July 1, 2013 through June 30, 2015. June  
5 8, 2015 Order, page 13, lines 6-13, page 20, lines 12-16.

6 Between June 3, 2013 (i.e., the date of entry of the parties' Divorce  
7 Decree, wherein Lynita was awarded the Lindell Property), and April 30,  
8 2018, Eric and ELN Trust paid only \$16,000 of the \$188,800 that they  
9 owed in rent for their tenancy in the Lindell Property.

10 At the March 26, 2020 Status Check, ELN Trust and Eric were  
11 ordered to execute a lease for their suites upon retention of a property  
12 manager. Said lease was executed January 12, 2021, and required ELN  
13 Trust to pay rent of \$2,880 per month. Attached hereto as Exhibit J is a  
14 ledger from McGarey Campa Group (the current property managers),  
15 showing that ELN Trust has not paid any rent for January 2022 to present  
16 date. ELN Trust also did not pay any of the elevator expenses for the  
17 elevator that is only used for its suite. Attached hereto as Exhibit K is a  
18 General Ledger of the elevator maintenance and repair expenses that were  
19 incurred. Attached hereto as Exhibit L is a ledger showing the significant  
20 impact ELN Trust's failure to pay rent has had on LSN Trust and the  
21 financial condition of the Lindell building.

### 22 III. LEGAL ARGUMENT

#### 23 A. The Court Should Issue A Final Decision Regarding Alimony

24 As ELN Trust acknowledges in its Motion, the Court is yet to make  
25 a final decision regarding the alimony owed to Lynita. In the Decision  
26 entered January 18, 2022, the Court ordered as follows at page 4, lines 12-  
27 24:

28 \*\*\*

1 IT IS FURTHER ORDERED that as of June 15, 2021, Eric  
2 Nelson owes Lynita Nelson spousal support in the amount of  
\$1,181,380.91 (\$800,000 principal plus \$381,380.91 in  
accumulated interest).

3 IT IS FURTHER ORDERED, IN THE ALTERNATIVE, as of  
4 June 15, 2021, Eric Nelson owes Lynita Nelson spousal support  
5 in the amount of \$719,978.24 (\$476,000 principal plus  
\$243,978.24 in accumulated interest).

6 IT IS FURTHER ORDERED that the principal amount of  
7 spousal support (either \$800,000 or \$476,000) will continue to  
8 accumulate interest at the statutory rate commencing on June  
16, 2021.

9 Trial has concluded and the Court has not yet entered a final judgment on  
10 remand against Eric for spousal support. In its Motion, ELN Trust argues  
11 again for the \$324,000 previously paid to be credited retroactively to child  
12 support arrears. This issue has already been briefed and decided by the  
13 Court – twice (first in the Order Regarding Transfer of Property and  
14 Injunctions entered September 18, 2014, and the second time in the  
15 Decision entered January 18, 2022, quoted above). The Court cannot re-  
16 write history and apply the monies previously ordered to be paid towards  
17 alimony to child support. *McClintock v. McClintock*, 122 Nev. 842, 138 P.3d  
18 513, 515 (2006) (holding that a district court “may not use a nunc pro  
19 tunc order to change a ‘judgment actually rendered to one which the court  
20 neither rendered nor intended to render.’”).

21 B. The Court Should Adjudicate The Monies Owed Between ELN Trust  
22 And LSN Trust, Taking Into Account All Expenses Associated With  
23 The Properties Managed And Transferred, And ELN Trust’s Failure  
To Pay Rent For Large Periods Of Time For The Lindell Office

24 Although ELN Trust requests that the Court award it all gross rents  
25 collected by LSN Trust, the Court cannot, based on the law of the case,  
26 and fairness and equity, simply ignore the expenses incurred by LSN Trust  
27 with respect to the properties transferred to it. When transferring  
28 properties from ELN Trust to LSN Trust post-divorce pursuant to the

1 Decree of Divorce, the Court took into account the expenses incurred by  
2 ELN Trust, including an allowed ten percent (10%) management fee, when  
3 determining the amounts owed to LSN Trust for post-divorce rents  
4 collected. In the Order from September 4, 2013 Hearing Regarding  
5 Payment of Lindell Professional Plaza Income, entered September 25,  
6 2013, the Court ordered that “Eric and/or the ELN Trust shall pay to  
7 Lynita and/or the LSN Trust one-half (½) of the net income collected by  
8 the Lindell Professional Plaza on an ongoing monthly basis . . . .” Order  
9 entered September 25, 2013, pg. 3, lines 8-10. In the Order entered June  
10 8, 2015 the Court allowed Eric to deduct a property management fee of ten  
11 percent (10%) and other expenses from rents received before paying the net  
12 sums to LSN Trust:

13 THE COURT FURTHER FINDS that Mr. Nelson’s claimed  
14 management fees in the amount of \$65,000.00 is extremely  
unreasonable and that a reasonable property management fee  
would be 10% of gross profits.

15 THE COURT FURTHER FINDS that reasonable property  
16 management fees would be 10% of the \$132,479 gross profit,  
or \$13,247.90.

17 . . .

18 THE COURT FURTHER FINDS that the allowed deductions  
19 should be as follows: \$35,487.20 for general upkeep; \$9,824.92  
for administrative wages; \$9,525 for maintenance wages; and

20 \$13,247.90 for property management fees, for total expenses in  
21 the amount of \$68,085.02

22 THE COURT FURTHER FINDS that subtracting the expenses  
23 in the amount of \$68,085.02 from the “gross profit” of  
24 \$132,479, results in an amount of \$64,393.98 representing the  
Banone, LLC, net profits from June 1, 2013 through June 30,  
2014.

25 June 8, 2015 Order, pg. 9, lines 6-10; 16-23.

26 The Court cannot apply a different standard to Lynita, nor would it  
27 be fair and equitable to do so. The Court also must account for the rents  
28 owed by ELN Trust to LSN Trust for ELN Trust’s occupancy of suites 200

1 and 201 of the Lindell building during the accounting period. The Court  
2 cannot order restitution as requested by ELN Trust as such restitution  
3 would be grossly inequitable. See *Wheeler Springs Plaza, LLC v. Beemon*, 119  
4 Nev. 260, 71 P.3d 1258, 1262 (2003) (quoting the *Restatement of Restitution*  
5 § 74 (1937) that restitution can be ordered if a judgment is reversed  
6 “unless restitution would be inequitable”).

7 Lynita has produced extensive information and documentation  
8 related to the income and expenses associated with the Banone and Lindell  
9 properties previously transferred pursuant to the Decree of Divorce. There  
10 are factual disputes between the parties regarding the expenses incurred  
11 with respect to the properties, and the amounts owed between the parties.  
12 Due process requires that the Court take evidence and determine the  
13 appropriate amounts owed between the parties. Given the volume of  
14 accounting information, the Court may wish to appoint a special master  
15 pursuant to NRCP 53, which provides in pertinent part as follows:

16 (a) In General.

17 (1) Nomenclature. As used in these rules, the word  
18 “master” includes a master, referee, auditor, examiner, and  
assessor.

19 (2) Scope. Unless a statute provides otherwise, a court  
20 may appoint a master only to:

21 (A) perform duties consented to by the parties;

22 (B) address pretrial or posttrial matters that  
cannot be effectively and timely addressed by an available  
judge; or

23 (C) in actions or on issues to be decided without  
24 a jury, hold trial proceedings and recommend findings of fact,  
25 conclusions of law, and a judgment, if appointment is  
warranted by:

26 (i) some exceptional condition; or

27 (ii) the need to perform an accounting or  
28 resolve a difficult computation of damages.

1 Accordingly, the Court may wish to appoint a special master to assist with  
2 the issue of accounting for the sums owed between the parties.

3 C. If Any Monies Are Owed By LSN Trust, ELN Trust Is Not Entitled  
4 To Interest Upon Same

5 ELN Trust requests interest on any amounts owed to it by LSN Trust  
6 for property transferred in accordance with Court Orders reversed on  
7 appeal. ELN Trust does not cite any authority in support of such request.  
8 NRAP 37 provides:

9 (a) When the Court Affirms. Unless the law provides  
10 otherwise, if a money judgment in a civil case is affirmed,  
11 whatever interest is allowed by law is payable from the date  
12 when the district court's judgment was entered.

13 (b) When the Court Reverses. If the court modifies or  
14 reverses a judgment with a direction that a money judgment be  
15 entered in the district court, the mandate must contain  
16 instructions about the allowance of interest.

17 The Supreme Court of Nevada has not instructed the Court to allow any  
18 interest in this matter on remand.

19 Furthermore, while the Nevada Supreme Court has held that  
20 restitution may be ordered after reversal of a judgment on appeal, it has not  
21 authorized interest on such restitution awards. *See Wheeler*, 71 P.3d at  
22 1262-63. Instead, the Court stated that a party “who collected upon the  
23 judgment immediately becomes a trustee for his opponent with respect  
24 thereto.” *Id.*, 71 P.3d at 1263. Accordingly, the Court can only order the  
25 return of monies collected pursuant to a judgment that is later reversed, but  
26 not interest thereon as no basis exists in the law for an award of interest.

27 IV. CONCLUSION

28 For the reasons set forth above, Lynita respectfully requests that the  
Court enter the following Orders:

1. An Order denying the Motion filed by ELN Trust;

1       2.    An Order for a final decision and judgment on the alimony  
2 owed by Eric, and whether the \$324,000 previously paid by ELN Trust will  
3 be applied as an offset against same;

4       3.    For a determination of monies owed to LSN Trust by ELN  
5 Trust, which should be offset against any monies owed by LSN Trust to  
6 ELN Trust;

7       4.    For an evidentiary hearing on the issues of monies owed  
8 between LSN Trust and ELN Trust, or in the alternative, appointment of  
9 a special master accountant to review the financial records and opine on  
10 such issue; and

11       5.    For such further relief as the Court finds just in the premises.  
12 DATED this 22<sup>nd</sup> day of March, 2023.

13                   THE DICKERSON KARACSONYI  
14                   LAW GROUP

15                   By /s/ Josef Karacsonyi  
16                   ROBERT P. DICKERSON, ESQ.  
17                   Nevada Bar No. 000945  
18                   JOSEF M. KARACSONYI, ESQ.  
19                   Nevada Bar No. 010634  
20                   NATALIE E. KARACSONYI, ESQ.  
21                   Nevada Bar No. 010579  
22                   1645 Village Center Circle, Suite 291  
23                   Las Vegas, Nevada 89134  
24                   Attorneys for Lynita S. Nelson  
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1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of THE  
3 DICKERSON KARACSONYI LAW GROUP, and that on this 22<sup>nd</sup> day of  
4 March, 2023, I caused the above and foregoing document entitled  
5 DEFENDANT/CROSS-DEFENDANT, LYNITA S. NELSON'S,  
6 OPPOSITION TO MOTION FOR IMMEDIATE PAYMENT OF FUNDS  
7 BELONGING TO ELN TRUST, AND COUNTERMOTION FOR FINAL  
8 DETERMINATION OF ALIMONY ISSUE, AND PAYMENT OF  
9 MONIES OWED BY ELN TRUST TO LSN TRUST, to be served as  
10 follows:

- 11 [X] by mandatory electronic service through the Eighth Judicial  
District Court's electronic filing system;  
12 [ ] pursuant to NRCP 5(b)(2)(c), by placing same to be deposited  
13 for mailing in the United States Mail, in a sealed envelope  
14 upon which first class postage was prepaid in Las Vegas,  
Nevada;  
15 [ ] pursuant to NRCP 5(b)(2)(F), to be sent via facsimile, by duly  
executed consent for service by electronic means;  
16 [ ] pursuant to NRCP 5(b)(2)(A), by hand-delivery with signed  
17 Receipt of Copy.

18 To the attorney(s) listed below at the address, email address, and/or  
19 facsimile number indicated below:

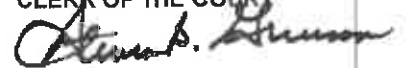
20 MICHAEL P. CARMAN, ESQ.  
FINE CARMAN PRICE  
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**REPLY**

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Trustee of the ERIC L. NELSON NEVADA  
TRUST dated May 30, 2001*

**DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

ERIC L. NELSON,  
Plaintiff

vs.

LYNITA SUE NELSON, MATT  
KLABACKA, as Distribution Trustee  
of the ERIC L. NELSON NEVADA  
TRUST dated May 30, 2001,  
Defendants.

MATT KLABACKA, Distribution  
Trustee of the ERIC L. NELSON

Case No.: **D-09-411537-D**  
Dept. No.: **O**

Date of Hearing:  
Time of Hearing:  
Oral Argument Requested: Yes

**JONES & LOBELLO**  
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1 NEVADA TRUST dated May 30, 2001,  
2 Cross-claimant,

3 vs.

4 LYNITA SUE NELSON,  
5 Cross-defendant.  
6

7 **JOINT REPLY TO “DEFENDANT/CROSS-DEFENDANT, LYNITA**  
8 **S. NELSON’S OPPOSITION TO ELN TRUST’S AND ERIC NELSON’S**  
9 **MOTION FOR ATTORNEY’S FEES”**

10 COMES NOW, Matt Klabacka, Distribution Trustee of the Eric L. Nelson  
11 Nevada Trust dated May 30, 2011 (“ELN Trust”) by and through his Counsel of  
12 record, Jeffrey P. Luszeck, Esq. of THE LAW FIRM OF SOLOMON DWIGGINS FREER &  
13 STEADMAN, LTD.; and Plaintiff, Eric Nelson, *Individually*, (hereinafter “Eric”), by  
14 and through his attorneys, Michelle A. Hauser, Esq., of the law firm of JONES &  
15 LOBELLO, and hereby files this Joint Reply to “Defendant/Cross-Defendant, Lynita  
16 S. Nelson’s, Opposition to ELN Trust’s and Eric Nelson’s Motions for Attorney’s  
17 Fees.”  
18  
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21 . . .

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1 This Reply and Opposition are made and based on the Memorandum of  
2 Points and Authorities submitted herein and all papers and pleadings on file herein.

3 DATED this 28<sup>th</sup> day of April 2023.

4 **JONES & LOBELLO**

5 /s/ Michelle A. Hauser

6 Michelle A. Hauser, Esq.  
7 Nevada State Bar No. 7738  
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9 ERIC NELSON  
10 *Individually*

11 SOLOMON DWIGGINS FREER & STEADMAN, LTD.

12 /s/ Jeffrey P. Luszeck

13 Jeffrey P. Luszeck, Esq. (#9619)  
14 Attorneys for Matt Klabacka, Distribution  
15 Trustee of the ERIC L. NELSON NEVADA  
16 TRUST dated May 30, 2001  
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**I. INTRODUCTION.**

Defendant, Lynita Nelson, in her personal capacity, ("Lynita") and in her capacity as the Investment Trustee for the LSN Trust ("the LSN Trust") opposes Eric and the ELN's Trust request for an award of attorney's fees. In doing so, Lynita and the LSN Trust have created a fictitious narrative in hopes of confusing this Court into believing Eric and the ELN Trust should not be awarded fees and costs for having to defend the actions undertaken by Lynita and the LSN Trust. To synopsis the position taken by Lynita and the LSN Trust, they seem to believe their ill-fated litigation for five plus years post-remand was warranted, and they should not have any consequences for the choices they solely made, like any other party who chooses to litigate an issue and does not prevail at the conclusion of a trial. To not award attorney's fees and cost to the prevailing party would be a slippery slope and send a message to all litigants, especially Lynita and the LSN Trust, that they do not have to act in good faith during litigation because no attorney's fees and cost will be awarded at the conclusion of the trial. This is a dangerous message to send to all litigants, especially Lynita/the LSN Trust who has already **filed** and **lost** a civil claim against Eric/the ELN Trust, Clark County Case No. A-17-763004-C, Jeffrey Burr, Esq., Clark County Case No. A-19-794939-C, and numerous other family members and friends of Eric.

1       **II.     RELEVANT FACTS.**

2           This matter was remanded by the Nevada Supreme Court on May 15, 2017,  
3     in *Klabacka v. Nelson*, 133 Nev. 164 (2017). In *Klabacka v. Nelson*, contrary to  
4     Lynita/the LSN Trust's contention, the Nevada Supreme Court never stated Judge  
5     Sullivan is required to conduct a tracing of the assets in the ELN Trust to determine  
6     whether there was community property in the ELN Trust. The Nevada Supreme  
7     Court found the SSST's were legally valid instruments and thus, the property  
8     contained within the ELN Trust was funded with Eric's separate property, and the  
9     ELN Trust could not be personally responsible for Eric's debts in the form of  
10    alimony or child support. At the time of the 2012 trial that led up to the decision in  
11    *Klabacka v. Nelson*, Judge Sullivan ignored NRS 166 and the ELN Trust and LSN  
12    Trust by equally dividing the assets contained in the trusts. Thus, in *Klabacka v.*  
13    *Nelson*, the Nevada Supreme Court made it clear, the assets were the separate  
14    property of each respective trust thereby upholding the validity of the SSST's, and  
15    if any party wanted to allege there was community property in either trust, a proper  
16    tracing under *Schmanski v. Schmanski*, 115 Nev. 247, 984 P.2d 752 (1999) needed  
17    to be conducted. Nothing in the decision required any party to undergo a tracing of  
18    assets.  
19

20           The Nevada Supreme Court specifically stated:  
21

22           ..if community property exists within the trusts, the district court shall make  
23           an equal distribution of that community property. *Id. at 173.* [Emphasis  
24           Added]  
25  
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28

1 The Nevada Supreme Court gave Judge Sullivan and the parties a framework  
2 on how to proceed forward with determining whether there was separate property in  
3 either trust as Judge Sullivan had treated all assets as community property and  
4 wrongfully divided the same. Nothing in the decision required a party to undergo a  
5 tracing.  
6

7 The language in *Nelson v. Eighth Jud. Dist. Ct.*, 137 Nev. Adv. Op. 14, 484  
8 P.3d 270, 274-75 (2021) likewise reiterates the holding in *Klabacka v. Nelson*, 133  
9 Nev. 164 (2017). Specifically, in *Nelson v. Eighth Jud. Dist. Ct.*, the Nevada  
10 Supreme Court specifically stated:  
11

12 .... we also recognized assets within the trusts **may** contain community  
13 property and remanded the case so that the district court **could** conduct  
14 proper tracing of the trust assets to determine whether any community  
15 property was transferred into or commingled within the trusts. *Id.* at  
16 274. [Emphasis Added]

17 The operative words in the decisions are “may” and “could.” Nothing in either  
18 decision required Judge Sullivan or Lynita and/or the LSN Trust to conduct a tracing  
19 as they argued. Lynita and the LSN Trust solely elected to pursue their mistaken  
20 belief there were community assets in the ELN Trust at their own peril. This is  
21 especially true after Judge Sullivan in October 2021 issued an order advising the  
22 LSN Trust and Lynita that based upon THEIR own expert report, they could not  
23 prevail at the trial.  
24

25 Judge Sullivan’s October 2021 order was further discussed at the hearing  
26 conducted on October 25, 2021. Judge Sullivan specifically stated:  
27  
28

1 My intent on that summary judgment thing was to show, from what I've seen,  
2 looking at that light, I was seeing transfers from trust to trust. I wasn't seeing  
3 anything that was showing that there was a community property interest or  
4 her claim of that basis on that report. See October 25, 2021 hearing at 54:14.

5 Lynita and the LSN Trust were warned in writing and through the statements  
6 made by Judge Sullivan during the October 25, 2021, hearing they could not meet  
7 their evidentiary burden. Not only were they warned in writing and verbally, but  
8 they were also provided with a road map on how to cure the defects. See October  
9 2021 Order. And, yet they spent the next five months not attempting to cure their  
10 defects but litigating issues that were not relevant to the pending issue before Judge  
11 Sullivan.  
12

13  
14 With the framework from both *Klabacka v. Nelson*, *Nelson v. Eighth Jud.*  
15 *Dist. Ct.*, and Judge Sullivan's very specific order in October 2021, the trial  
16 commenced nearly 5 years to the day of the *Klabacka v. Nelson* decision. Lynita/the  
17 LSN Trust presented evidence on March 28th, 29th, and March 30th, April 4th, 6th,  
18 7th, 27th, and 28th 2022. On April 28, 2022, Lynita/LSN closed their case in chief.  
19  
20 With Lynita/LSN failing to meet their burden of proof, on May 2, 2022, the ELN  
21 Trust/Eric made their Motion for Judgment on Partial Findings pursuant to NRCP  
22 52(c).  
23  
24

25 Judge Sullivan issued an order on June 29, 2022, granting the ELN  
26 Trust/Eric's Motion for Judgment on Partial Findings pursuant to NRCP 52(c) after  
27  
28

1 hearing evidence over **8 days** of testimony.<sup>1</sup>

2 On January 31, 2023, Judge Sullivan issued his final order regarding  
3 Lynita/the LSN Trust's claims for management fees. In this order, Judge Sullivan  
4 found that Lynita/the LSN Trust did not meet their burden, and that the  
5 "management fees" for Silver Slipper and Lindell Professional Plaza are deemed the  
6 separate property of the ELN Trust.  
7

8  
9 Now, nearly six-years post-remand, Lynita and the LSN Trust want to avoid  
10 the natural consequences of their sole decision to proceed forward to a trial knowing  
11 they could not meet the evidentiary basis as outline in *Klabacka v. Nelson* and Judge  
12 Sullivan's October 2021 order. In an attempt to justify their decision to proceed to  
13 trial, Lynita and the LSN Trust raise arguments in their opposition that are designed  
14 to mislead this Court in hopes of avoiding an award of fees and costs to Eric and the  
15 ELN Trust.  
16

17  
18 For example, Lynita and the LSN Trust argue:

19 ...they could have served an offer to allow decree concerning the  
20 property rights of the parties pursuant to NRS 125.141. *See* opposition  
21 page 3 lines 19 through 20.

22 Although NRS 125.141 allows for an offer of judgment, this was not a  
23 practical tool given the procedural postulate of the case. Throughout the course of  
24 litigation, the parties have attempted several settlement conferences as directed by  
25

26  
27 <sup>1</sup> The June 29, 2022, Order also indicated that it required additional evidence  
28 regarding Lynita/the LSN Trust's claim that certain management fees were  
considered Eric's individual wages.



1 the Nevada Supreme Court. The last settlement conference was conducted during  
2 the summer of 2020 over the course of three full days before Justice Nancy Becker.  
3 After the case was not able to be settled, the LSN Trust and Lynita continued to  
4 litigate the issue, along with a civil claim against Eric/the ELN Trust, Clark County  
5 Case No. A-17-763004-C. (As noted above, the LSN Trust and Lynita did not prevail  
6 in this case). Given the multiple settlement conferences attended to by all parties  
7 with no success, it was not practical, or a good use of attorney's fees and costs to  
8 prepare an offer of judgment pursuant to NRS 125.141, as any offer would have been  
9 denied by Lynita and the LSN Trust.  
10  
11  
12

13 Moreover, NRS 125.141 is merely a tool the parties have at their disposal. It  
14 is not a requirement, and the election not to make an offer under NRS 125.141 has  
15 very little, if no impact on an award of fees and costs.  
16

17 Moreover, Lynita and the LSN Trust are less than honest as to why the trial  
18 was continued. The trial was continued several times at Lynita and the LSN Trust's  
19 request because they needed additional time to secure evidence and prepare an expert  
20 report. All of the requests made by Lynita and the LSN Trust to continue the trial  
21 was *after* Judge Sullivan removed the Special Master, Larry Bertsch, CPA, who was  
22 appointed due to the incessant demands of Lynita and the LSN Trust. Lynita and  
23 the LSN Trust were relying on the Special Master to prove their case<sup>2</sup> and when he  
24  
25  
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27

28 <sup>2</sup> It is important for this Court to know that Eric and the ELN Trust opposed the appointment of a Special Master. Despite their opposition, Judge Sullivan appointed a Special Master ordering all parties to equally

1 failed to do so, for the first time three-years post remand, did they finally started  
2 gathering evidence for their case.

3 The trial was further delayed because Lynita and the LSN Trust refused to  
4 cooperate with discovery. In fact, a Protective Order was issued by Judge Sullivan  
5 in favor of Eric and the ELN Trust because of Lynita and LSN Trust's abusive  
6 tactics. Not only was a Protective Order necessary, but there was also a long delay  
7 because Lynita and the LSN Trust refused to cooperate with a subpoena for their  
8 expert's records. This Court need only look at the August 4, 2021, hearing wherein  
9 it is denoted several months had elapsed with no response from Lynita and the LSN  
10 Trust.  
11

12  
13 Lynita and the LSN Trust were not successful in most of the litigation. Even  
14 Brian Head, Lynita and the LSN Trust, as the record reflect caused delays and  
15 required Judge Sullivan's intervention and multiple hearings to resolve the manner  
16 based upon unreasonable demands and litigation tactics from Lynita/the LSN Trust.  
17 Indeed, it took more than six months to sell Brian Head because of Lynita's own  
18 actions.  
19

20  
21 Moreover, it is unclear how Lynita believes she was successful with regards  
22 to child and spousal support post-remand. The issue of child and spousal support  
23

24  
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26  
27 share in the cost. Thus, essentially, Eric and the ELN Trust was ordered to share in the cost for Lynita and  
28 the LSN Trust to meet their well-established burden of proof.

1 was resolved in *Klabacka v. Nelson*. There was no “win” with regards to these  
2 issues.

3 The same is true with regard to Lynita’s arguments alleging there were  
4 violations of the JPI by the ELN Trust and Eric. There was never an Order to Show  
5 Cause issued. There was never an evidentiary hearing. Nor, was there a specific  
6 finding Eric or the ELN Trust violated the JPI. No such order was entered because  
7 Lynita and the LSN Trust had no community property interest in the property held  
8 in the ELN Trust.  
9

10 In reviewing the papers and pleadings on file, it is clear Lynita and the LSN  
11 Trust took unsustainable positions since the matter was remanded by the Nevada  
12 Supreme Court.  
13

## 14 **II. ARGUMENT.**

### 15 **A. NRS 18.010(2)(a) APPLIES.**

16 Lynita and the LSN Trust go through a lengthy analysis of why NRS  
17 18.020(2)(a) does not apply to this case. The analysis provided by Lynita and the  
18 LSN Trust is a red herring and does not comport with the procedural postulate of  
19 this case which is well established.  
20

21 A money judgment was awarded by operation of Judge Sullivan’s decision.  
22 As denoted in the ELN Trust’s motion for Pre-Judgment Writ of Attachment and  
23 Related Relief and Reply to Lynita and the LSN Trust’s opposition, Lynita and the  
24 LSN Trust owe money to the ELN Trust that was wrongfully awarded to her  
25  
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28

1 pursuant to the Decree of Divorce, which was addressed in the Nevada Supreme  
2 Court decision of *Klabacka v. Nelson, Nelson v. Eighth Jud. Dist. Ct.*. Six years  
3 have elapsed since the decision in *Klabacka v. Nelson, Nelson v. Eighth Jud. Dist.*  
4 *Ct.*, and the ELN Trust has not been made whole for the property and monies  
5 wrongfully distributed.  
6

7 Judge Sullivan made it very clear time and time again after the conclusion of  
8 the “tracing” trial, which was conducted in 2022, a third phase of litigation would  
9 need to be conducted in order to determine what property and monies were owed  
10 between the two trusts. This determination could not be made until it was  
11 determined, what if any, assets in either trust were community in nature.  
12

13 Specifically, Judge Sullivan stated the following:  
14

15 I felt that at the end of the trial then we could do the contempt proceedings  
16 thereafter and offsets thereafter, but not all in one. *See hearing on March 14,*  
17 *2022, Video 33:08.*

18 Judge Sullivan made similar statements throughout the motion practice  
19 leading up to the 2022 trial. It was very clear Judge Sullivan would address any  
20 “offsets” once he heard all of the evidence and determined whether there was any  
21 community property in either trust.  
22

23 Once Judge Sullivan determined there were no community assets in the ELN  
24 Trust, by operation of the decision, Lynita and the LSN Trust now must return all of  
25 the monies that were wrongfully distributed pursuant to the Decree of Divorce,  
26 which was over-tuned and remanded. With Lynita and the LSN Trust owing the  
27  
28

1 ELN Trust hundreds of thousands if not millions of dollars, by operation of Judge  
2 Sullivan's decision a money judgment was granted in favor of the ELN Trust and  
3 Eric, and the amount just has not been determined as addressed by Judge Sullivan  
4 multiple times leading up to the 2022 trial.  
5

6 **B. NRS 18.010(2)(b) APPLIES.**

7 Black's Law Dictionary 1145 (7<sup>th</sup> ed. 1999) defines "prevailing party" as a  
8 "[a] party in whose favor a judgment is rendered, regardless of the amount of  
9 damages awarded. A party can be a "prevailing party," under the general attorney  
10 fee statute, if it succeeds on any significant issue in litigation which achieves some  
11 of the benefit it sought in bringing suit.<sup>3</sup>  
12

13 Moreover, "[t]he Nevada Supreme Court has concluded that a prevailing party  
14 on a motion may be entitled to an award of attorney's fees."<sup>4</sup> The parties in *Love*  
15 were in post-decree litigation, and the Court specifically notes that NRS  
16 18.010(2)(b) was not the only statute that could have served for a basis for fees<sup>5</sup>.  
17

18 A party prevails in an action "if it succeeds on any significant issue in  
19 litigation," it need not prevail on all claims to be the prevailing party. *Las Vegas*  
20 *Metro. Police Dep't v. Blackjack Bonding, Inc.*, 131 Nev. 80, 90, 343 P.3d 608, 615  
21  
22  
23  
24

25 <sup>3</sup> N.R.S. 18.010, subd. 2(a). *Women's Federal Sav. and Loan Ass'n of Cleveland v. Nevada*  
26 *Nat. Bank*, 1985, 623 F.Supp. 469.

27 <sup>4</sup> *Love v. Love*, 114 Nev 527,

28 <sup>5</sup> *Id.* at 581.

1 (2015) (emphasis omitted) quoting *Valley Elec. Assn v. Overfield*, 121 Nev. 7, 10,  
2 106 P.3d 1198, 1200 (2005).

3 In *Romano v. Romano*, this Court upheld an award of attorney's fees awarded  
4 in a post-divorce motion hearing<sup>6</sup>. It is evident the Nevada Supreme Court has  
5 acknowledged NRS 18.010(2)(b) applies to family law, including, motion practice  
6 work.  
7

8 EDCR 5.219(a) allows for the Court to make an award of fees when a party  
9 presents a position that is obviously frivolous, unnecessary, or unwarranted. EDCR  
10 5.219(b) further provides that the court can award fees against a party for multiplying  
11 the proceedings in a case so as to increase costs unreasonably and vexatiously.  
12

13 Here, despite Lynita and the LSN Trust's claims, there can be no doubt Eric  
14 and the ELN Trust were the prevailing party at the conclusion of the trial. Lynita  
15 and the LSN Trust were awarded NOTHING after five plus years of litigation and  
16 after the conclusion of a multi-trial. They did not win one single issue at trial. When  
17 a party does not successfully prove the most significant issue involved in the  
18 litigation, there can be no doubt the opposing party is the prevailing party; which in  
19 this case is the ELN Trust and Eric.  
20

21 The LSN Trust and Lynita's argument that NRS 125.150(1)(b) requires the  
22 Court in a divorce action to adjudicate the community property rights of the parties,  
23

24  
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27  
28 <sup>6</sup> *Romano v. Romano*, 138 Nev. Adv. Op. 1, 501 P.3d 980, 986 (2022).

1 including any property transferred to an irrevocable trust, is a red herring and  
2 unsupported by law. The property rights of the parties were addressed in *Klabacka*  
3 *v. Nelson*. The Nevada Supreme Court found the SSST's were valid instruments and  
4 the property transferred into the trust maintained its separate property  
5 characterization. As denoted throughout these proceedings, neither Eric nor Lynita  
6 had any assets in their name.  
7

8  
9 The property rights of the parties were adjudicated by operation of the  
10 decision in *Klabacka v. Nelson*, 133 Nev. 164 (2017). No where in *Klabacka v.*  
11 *Nelson* or *Nelson v. Eighth Jud. Dist. Ct.* did the Nevada Supreme Court mandate a  
12 tracing. The decision to conduct a fruitless tracing was the decision of Lynita and  
13 the LSN Trust solely. The Nevada Supreme Court simply provided a framework for  
14 either party to proceed forward if they wanted to show assets were commingled.  
15

16  
17 Finally, Lynita and the LSN's choice to go down the rabbit's hole of  
18 conducting five-years of litigation is exactly the reason EDCR 5.219 was enacted.  
19 As denoted by Lynita and the LSN Trust in their opposition, when the trial first  
20 commenced in 2012, the ELN Trust proffered expert testimony that "no evidence  
21 that any community property was transferred to [Eric's Trust] or that any community  
22 property was commingled with the assets of [Eric's Trust]. See *Klabacka v. Nelson*.  
23

24  
25 Although the LSN Trust and Lynita had an expert report for more than a  
26 decade that stated there was no community property, they chose to litigate the issues  
27 for an additional five-year post-remand. Oddly enough, the same expert that  
28

1 reported there were no community assets in the ELN Trust, was the first witness they  
2 called when the trial commenced in 2022.

3 Lynita and the LSN Trust not only had the benefit of the ELN Trust's Expert  
4 Report for a decade, they also had all of his supporting documents for a decade, and  
5 the benefit of Judge Sullivan's order from October 2021. With all of this  
6 information, Lynita and the LSN Trust knew they could not meet their burden of  
7 proof and chose to proceed forward with litigation and a long expensive trial.  
8  
9

10 **C. GENERAL FINANCIAL DISCLOSURE FORM.**

11 It is important to note, the LSN Trust has not filed a General Financial  
12 Disclosure Form, despite making a request for an award of fees in their pending  
13 motion, or what appears to be a request for fees as the motion filed was not clear on  
14 the issue. The failure of the LSN Trust to file a General Financial Disclosure Form  
15 is an admission neither Trust is required to file one as they do not fall within a "party"  
16 required to file one pursuant to NRCP 16.2 and NRCP 16.205. The LSN and ELN  
17 Trust are separate legal identities no different than a corporation. In a traditional  
18 civil action, such as a tort action, the prevailing party is not required to produce a  
19 General Financial Disclosure Form. The Trusts should be treated no different.  
20  
21  
22

23 Moreover, as the Court knows, and admitted to by Lynita in her General  
24 Financial Disclosure Form, neither party owns any assets worth value. In 2001,  
25 when the parties created the SSST's, along with all the prior agreements, it was  
26 always the intent of the parties never to own any property in their name solely, and  
27  
28



1 in fact, they relinquished their right to an ownership interest of the same pursuant to  
2 NRS 166.020 (“Spendthrift trust” means a trust in which by the terms thereof a valid  
3 restraint on the voluntary and involuntary transfer of the interest of the beneficiary  
4 is imposed. It is an active trust not governed or executed by any use or rule of law  
5 of uses.”). This is why Lynita’s GFDF does not disclose any assets of value.  
6

7 If this Court were to even consider Lynita’s GFDF, noticeably missing is any  
8 listing of the assets she has acquired post-divorce. Lynita is remarried and based  
9 upon her deposition testimony, she has new assets with her husband that were not  
10 disclosed.  
11

12  
13 **D. LSN Trust is a Party to the Action.**

14 The LSN Trust would have this court believe they are not liable for an award  
15 of attorney’s fees as they are not a party to the action. This argument belies the  
16 procedural postulate of this case and is intellectually dishonest.  
17

18 In *Nelson v. Eighth Jud. Dist. Ct.*, 137 Nev. Adv. Op. 14, 484 P.3d 270, 274-  
19 75 (2021), the Nevada Supreme Court specifically held a trust can be a party to a  
20 lawsuit through its trustee. Most importantly, in her Writ to the Nevada Supreme  
21 Court, Lynita argued both trusts are parties to this underlying action. This was also  
22 denoted in the Nevada Supreme Court’s decision resolving the Writ.  
23

24  
25 The Nevada Supreme Court specifically wrote:

26 **Lynita argues** both trusts are parties to this action, and moreover, the trusts  
27 may be parties to an action under EDCR 5.518.  
28

1 *Id. at 272. [Emphasis added]*

2 Lynita would have this Court believe the right to community property was  
3 personal and therefore, the LSN Trust has no legal responsibility to pay Eric and the  
4 ELN Trust attorney's fees and cost. *See* opposition at page 11 lines 27 through 28.  
5 If the rights were personal to Lynita as argued, then why was the LSN Trust actively  
6 litigating the case? Including filing a Writ to the Nevada Supreme Court as  
7 discussed above.  
8  
9

10 In reviewing the procedural postulate of the case, the LSN Trust along with  
11 Lynita individually filed multiple motions, oppositions, replies, appeared at all  
12 hearings, and appeared at the trial. The final orders entered in January 2023 and  
13 June 2022, state LSN Trust was a party to the action, and represented by counsel.  
14 More importantly, if the LSN Trust was not a party to the action, then how can the  
15 Dickerson Karacsonyi Law Group adjudicate a lien against the LSN trust?  
16  
17

18 The simple reality is the LSN Trust along with Lynita litigated this case and  
19 did not prevail. Thus, the Court should award ELN and Eric attorney's fees jointly  
20 and several against both Lynita and the LSN Trust.  
21  
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**III. CONCLUSION.**

Eric and the ELN Trust award of attorney's fees and cost should be granted.

DATED this 28<sup>th</sup> day of April, 2023.

**JONES & LOBELLO**

/s/ Michelle A. Hauser

Michelle A. Hauser, Esq.  
Nevada State Bar No. 7738  
Attorneys for Plaintiff,  
ERIC NELSON  
*Individually*

SOLOMON DWIGGINS FREER & STEADMAN, LTD.

/s/ Jeffrey P. Luszeck

Jeffrey P. Luszeck, Esq. (#9619)  
Attorneys for Matt Klabacka, Distribution  
Trustee of the ERIC L. NELSON NEVADA  
TRUST dated May 30, 2001

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of JONES & LOBELLO and that on the 28<sup>th</sup> day of April 2023, I caused the above and foregoing document entitled **Joint Reply to “Defendant/Cross-Defendant, Lynita S. Nelson’s Opposition to ELN Trust’s and Eric Nelson’s Motion for Attorney’s Fees”** to be served as follows:

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- ☒ pursuant to N.E.F.C.R. 9, to be sent via electronic service;
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- ☐ by email to:
- ☐ hand delivered

to the party or their attorney(s) listed below at the address and/or facsimile number indicated below:

Josef Karacsonyi, Esq.,  
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Attorney for Plaintiff

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Attorney for Defendant  
ELN Trust

and that there is regular communication by mail between the place of mailing and the place(s) so addressed.

/s/Rebecca Armington  
An Employee of JONES & LOBELLO

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*Agnes L. Linn*  
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## EIGHTH JUDICIAL DISTRICT COURT

## FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON,  
Plaintiff,

**vs.**

LYNITA NELSON,  
Defendant.

CASE#: D-09-411537-D  
DEPARTMENT O  
SUPREME COURT NO. 87234

**SEALED**

BEFORE THE HONORABLE REGINA M. MCCONNELL  
FAMILY COURT JUDGE  
THURSDAY, MAY 4, 2023

**SEALED**

**TRANSCRIPT RE: ALL PENDING MOTIONS**

## APPEARANCES

**For the Plaintiff**

JEFFREY P. LUSZECK, ESQ.  
MICHELLE A. HAUSER, ESQ.

**For the Defendant**

JOSEF M. KARACSONYI, ESQ.

1 Las Vegas, Nevada, Thursday, May 4, 2023

2

3 [Case called at 10:01:29 a.m.]

4 THE COURT: On the record for case D-09-411537-D. This is  
5 Eric Nelson vs. Lynita Nelson. This is Mr. Karacsonyi?

6 MR. KARACSONYI: Karacsonyi.

7 THE COURT: Sorry. I'm bad at pronouncing your last name.

8 MR. KARACSONYI: I get it all the time. That's okay.

9 THE COURT: This is your motion to withdraw and for the  
10 attorney's lien.

11 So can I have appearances for the record, please?

12 MR. LUSZECK: Jeff Luszeck, bar number 9619 on behalf of  
13 Matt Klabacka, the Distribution Trustee of the ELN Trust.

14 MS. HAUSER: Good morning Your Honor, Michelle Hauser,  
15 bar number 7738, attorney for Eric Nelson in his individual capacity.

16 THE COURT: Okay.

17 MR. KARACSONYI: Josef Karacsonyi on behalf of the law  
18 firm, the Dickerson Karacsonyi Law Group.

19 THE COURT: All right. This is your motion to withdraw. As I  
20 stated, I've read the motions. I saw that an attorney's lien had been filed  
21 on February 16th, and then you filed an amended one, I guess it had  
22 updated amounts, on March 23rd, I believe. Opposing party's arguing  
23 that they don't care if you withdraw. So obviously the Court's going to  
24 grant the withdrawal. They don't mind the attorney's lien. They just  
25 have issues, I guess, with being paid from the Trust, Lynita's trust. And

1 is this her individual trust, correct?

2 MS. NELSON: It's the LSN trust.

3 MR. KARACSONYI: Yes. It's the LSN trust.

4 THE COURT: Right.

5 MR. KARACSONYI: So they're -- first of all; Judge, this is  
6 quite unprecedented, that somebody who claims to be a creditor of the  
7 same party would file an opposition regarding another creditor's claim.  
8 They have absolutely no legal basis, none, no standing to assert any  
9 objection with respect to those claims. The only thing they could have  
10 objected to potentially was the withdrawal itself. But with respect to this  
11 -- to our claim as a creditor against Ms. Nelson, they have no ability to  
12 advance any arguments. It would be similar to somebody owes the bank  
13 on a credit card, owes Bank of America, and Chase Bank tries to  
14 intervene and says, hey, we would like you not to grant a judgment in  
15 favor of Wells Fargo because we also are owed money, and we would  
16 like to collect first.

17 Now, I'm not saying there's any validity to their claims of  
18 being owed money, and those issues have all been briefed and are being  
19 heard on May 30th, but the fact of the matter is they cannot cite any legal  
20 authority today that gives them standing. It is axiomatic. It is Law  
21 School 101, constitutional law, that contract rights are to be adhered to,  
22 the right to contract is to be respected, and in order to intervene or to  
23 state a claim or an objection with respect to a contract claim, you have to  
24 be in privity with the parties to the contract. They are not in privity with  
25 the Dickerson Karacsonyi Law Group, and they are not a party to the