

Anna D. Guinn
CLERK OF THE COURT

1 ELIZABETH DIANA INDIG
2 Email: mewsette1@aol.com
3 8304 Cabin Peak Street
4 Las Vegas, Nevada 89123
5 Telephone: (702) 906-1388

6
7 DISTRICT COURT
8 FAMILY DIVISION
9 CLARK COUNTY, NEVADA

10 In the Matter of the Guardianship of
11 the Person and Estate of

12 Case No. G-12-037414 A
13 Dept. G

14 ELIZABETH INDIG,

15 An Adult Ward,
16 Person & Estate
17
18 Date of Hearing: 6/30/15, 2015
19 Time of Hearing: 10:30 AM

20 MOTION TO DISQUALIFY LEE A. DRIZIN, ESQ., ETHAN KOTTLER, ESQ., AND THE
21 LAW OFFICES OF LEE A. DRIZIN, CHTD. FROM REPRESENTING APRIL PARKS,
22 A PRIVATE PROFESSIONAL GUARDIAN, LLC. IN THE MATTER OF THE
23 GUARDIANSHIP OF ELIZABETH INDIG BECAUSE OF CONFLICT OF INTEREST

24 Elizabeth Diana Indig (herein "Elizabeth" or "Daughter") The Ward Elizabeth Indig will herein
25 be referred to as "Ward" or "Mother", Elizabeth submits as follows:

26
27 MEMORANDUM OF POINTS AND AUTHORITIES

1. SUMMARY OF ARGUMENT.

Lee A. Drizin, ESQ., Ethan Kottler, ESQ., or any other attorney of the Law Offices of Lee
A. Drizin, CHTD., cannot concurrently represent April L. Parks, A Private Professional
Guardian, and Ed Falkowitz because it presents a conflict of interest that cannot be waived.
For the reasons stated herein, Lee A. Drizin, ESQ., Ethan Kottler, ESQ., and Lee A. Drizin,
CHTD should be disqualified immediately from representing April L. Parks and A Private
Professional Guardian in all proceedings in the matter of the guardianship of Elizabeth Indig
and thus forfeit all fees, invoices, and expenses.

Ethan Kottler's disingenuous and fraudulent representations about his and his client
having no involvement with the ward's residence and blatant lies and heinous allegations
regarding the Daughter's actions towards her Mother should be prosecuted by the court.

~~~

MLC

the following year.  
The last letter from  
the author was dated  
July 20, 1912, and  
was addressed to  
John C. H. Smith.

### THE WOODS REMEMBERED BY ROBERT LOWELL

Robert Lowell's "The Woods Remembered" is a memoir of his boyhood in New England, written in 1912.

#### THE WOODS REMEMBERED

Robert Lowell  
1912

THE WOODS  
REMEMBERED

The Woods Remembered is a memoir of Robert Lowell's boyhood in New England, written in 1912. It is a collection of essays and poems that reflect on the author's experiences growing up in a rural New England town. The book is divided into three parts: "Childhood," "Young Manhood," and "Old Age." The author's writing style is characterized by its directness and honesty, as he reflects on his past experiences and the impact they had on him. The book is a valuable historical document that provides insight into the life of a young man growing up in the early 20th century.

The Woods Remembered is a memoir of Robert Lowell's boyhood in New England, written in 1912. It is a collection of essays and poems that reflect on the author's experiences growing up in a rural New England town. The book is divided into three parts: "Childhood," "Young Manhood," and "Old Age." The author's writing style is characterized by its directness and honesty, as he reflects on his past experiences and the impact they had on him. The book is a valuable historical document that provides insight into the life of a young man growing up in the early 20th century.

1       2. BACKGROUND.

2              On June 13, 2012, April Parks filed a PETITION FOR APPOINTMENT OF  
3 TEMPORARY GUARDIAN OF THE PERSON AND ESTATE OF ELIZABETH INDIG citing  
4 heresay and blatant lies including that EPS had referred the case to April Parks and metro. In  
5 several hearings April Parks indicated that EPS had referred her to take guardianship over Mother.  
6 Daughter has filed a letter from EPS stating that they did NOT refer April Parks.(See EXHIBIT  
7 #1) Neither Daughter or Mother were served with the Petition at that time, therefore, since nobody  
8 attended the court hearing, April Parks gained guardianship over the Ward.

9              Parks took control of the Ward's residence at 43 Pangloss Street, Henderson, Nevada,  
10 89002 on June 20, 2013, the primary residence of the Ward. The home was in the name of the  
11 INDIG FAMILY TRUST. Parks first made a threatening telephone call to Elizabeth then came to  
12 Elizabeth's home taking her keys to the property and mailbox and threatening her with trespassing  
13 and prison should she approach the property. April Parks was dressed resembling a law  
14 enforcement official complete with a badge, baton, and wide belt with many keys. Parks also  
15 ordered guards at gate not to let Daughter pass. Parks has already submitted evidence for  
16 reimbursement of payment to change the residence locks (see EXHIBIT 2) and billed the estate of  
17 the Ward for two (2) telephone calls with Wells Fargo Bank and provided an Occupancy  
18 Verification to Wells Fargo dated September 24, 2012 and signed by her.(see EXHIBIT 3  
19 ) confirming Parks was in control of the residence thus substantiating that April Parks controlled  
20 the Ward's residence.

21              Elizabeth informed Parks verbally on June 20, 2013 that the home and contents were part of  
22 the Indig Family Trust and that Parks had no jurisdiction or rights to the home and contents.  
23 Elizabeth is the successor trustee of the trust. April Parks told Daughter the court had decided that  
24 she, April Parks, as an Officer of the Court was in control of her Mother, the home and its contents.  
25 Parks again reinforced she was in charge and if Elizabeth interfered with Parks she would go to  
26 prison and never see her mother again.

27              Parks sold the contents of the home between August 10-11, 2012 and in violation of NRS

1 159.113 and 159.1515 which requires notification and permission of the court to sell personal  
2 property. Parks did not request permission to sell the wards belongings from the court nor did she  
3 inform the court there was a home.

4 Parks acted in violation of NRS 159.083 in her negligence to perform her duties to protect  
5 and preserve the estate of the ward. Parks should have been collecting the Ward's mail and was  
6 negligent in not paying the HOA fees on the residence. Parks has argued she had no jurisdiction  
7 over the trust and no responsibility for the home, yet her actions reveal her fraud in taking control  
8 of the residence. The past due was not addressed by Parks which then resulted in the home being  
9 foreclosed on by the HOA and sold at auction on November 21, 2013 for \$22,000 to FGC SFR  
10 HOLDINGS, LLC. (see EXHIBIT 4) All of this was unknown to Daughter until August of 2014  
11 when April Parks filed the First Annual Accounting almost a year late. Had the First Annual  
12 Accounting been done on time, Daughter would have had time to pay the back HOA fees thereby  
13 saving the home from foreclosure. At no time did April Parks ever give control over the home  
14 back to Daughter.

15 LEE A. DRIZIN ESQ, of Lee A. Drizin CHTD. is the attorney of record for APRIL L.  
16 PARKS, A PRIVATE PROFESSIONAL GUARDIAN, LLC, since the 29<sup>th</sup> day of October, 2014  
17 in the Matter of the Guardianship of ELIZABETH INDIG. At the time he agreed to represent April  
18 Parks, A Private Professional Guardian., he was representing Ed Falkowitz (see EXHIBIT 5) in an  
19 ACTION/COMPLAINT (see EXHIBIT 6) against FutureGen Company, of which FGC SFR  
20 Holdings, LLC is a business conduit for. FGC SFR, LLC bought the home at 43 Pangloss street,  
21 Henderson, Nevada, 89002 in a foreclosure sale by the HOA after April Parks obstructed all of  
22 Daughter's ability to have any dealings in regards to the home. A lis pendens was placed on the  
23 home for Ed Falkowitz by the Drizin's law firm as well (see EXHIBIT 7) The complaint alleges  
24 that the Loan Participation agreement indicated that Ed Falkowitz would make a loan to FGC SFR  
25 Holdings, LLC. And that the four (4) properties (one of which belonged to the Indig Family Trust)  
26 would secure repayment of the loan by way of a first position deed of trust. In addition to trying  
27 to get the home, the Complaint by Ed Falkowitz is also asking for monies collected for the renting



1 of the home by Triumph Management.

2 One must assume that one of the acts done by any attorney working on this case would be to  
3 run a parcel ownership history (see EXHIBIT 8) of the four homes involved, which would clearly  
4 show the names of all of the owners including Indig Family Trust and Elizabeth Indig. Daughter  
5 filed several documents clearly showing past ownership of the home on Pangloss in addition to  
6 having filed the foreclosure sale document clearly showing that the home was bought by FGC SFR  
7 Holdings, LLC. Daughter also included Lee A. Drizin, ESQ, himself as a recipient of many emails  
8 between herself and Ethan Kottler. The name "Indig" is not a common name and neither is the  
9 street name of Pangloss. It is highly unlikely that no lawyer or other staff of the Law Offices of  
10 Lee A. Drizin, CHTD, did not notice the connection between the cases..

11 Due to Lee A. Drizin's prior knowledge of the Falkowitz case in its entirety, this should have  
12 immediately disqualified Lee A. Drizin, ESQ, Ethan Kottler, ESQ, or any attorney of the Law  
13 Offices of Lee A. Drizin, CHTD, from representing April L. Parks, A Private Professional  
14 Guardian, LLC, and its entirety. Any knowledge acquired post facto should have been submitted  
15 to the Court, April L. Parks and Ed Falkowitz.

16 ***ABA asserts in its Lawyers' Manual on Professional Conduct:***

17 As members of the bar and officers of the court, lawyers are beneficiaries of the privilege  
18 of the practice of law and also are subject to higher duties and responsibilities than are non-  
19 lawyers. A lawyer's fiduciary duties arise from his status as a member of the legal profession and  
20 are expressed, at least in part, by the applicable rules of professional conduct.

21 **NEVADA RULES OF PROFESSIONAL CONDUCT STATES:**

22 **Rule 1.7. Conflict of Interest: Current Clients.**

23 (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of  
interest. A concurrent conflict of interest exists if:

24 (1) The representation of one client will be directly adverse to another client; or

25 (2) There is a significant risk that the representation of one or more clients will be materially  
26 limited by the lawyer's responsibilities to another client, a former client or a third person or by a  
personal interest of the lawyer.

27 Pertaining to (1), the representation of April Parks, A Private Professional Guardian, would  
28 adversely affect Ed Falkowitz if it is proven that April Parks did indeed cause the loss of the home

1 at 43 Pangloss because then Daughter would be able to put a lis pendens on the home and have  
2 priority over Falkowitz in regards to the home. In addition, when the conflict of interest became  
3 known it would cause the Law Offices of Lee A. Drizin to be disqualified or necessitate  
4 withdrawal, thereby adversely affecting April Parks, A Private Professional Guardian.

5 Pertaining to (2), the representation of A Private Professional Guardian was limited in that  
6 Ethan Kottler had to avoid addressing the issue of the loss of the home, lest it be proven that his  
7 client April Parks, A Private Professional Guardian did in fact cause the home to be lost.

8 Rule 8.4 of the Rules of Professional Conduct contains the following statements on attorney mis  
9 conduct:

10 It is professional misconduct for a lawyer to:

- 11 (c) Engage in conduct involving dishonesty, fraud, deceit or misrepresentation;  
12 (d) Engage in conduct that is prejudicial to the administration of justice;

13 In regards to (c), not only did Ethan Kottler ignore filings and discussions regarding the home,  
14 he and April Parks both insisted that April Parks had nothing to do with the home despite all of  
15 the evidence to the contrary, some of which was provided by April Parks and Ethan Kottler in the  
16 Amended First Annual Accounting and Report of Guardian.

17 In addition, (c) Ethan Kottler continues to state blatant heinous lies and twisted hearsay lies  
18 against the Daughter in an effort to detract from the case at hand which is the breach of fiduciary  
19 duty, loss of the home on Pangloss and all of the personal property within, NRS violations and  
20 alleged fraud committed by April Parks. He claims the lies about Daughter are undisputed yet  
21 Daughter has disputed the lies many times both in filings and in the hearings and in fact filed proof  
22 that EPS did not make any referrals in regards to the Ward or Daughter. In addition, if he and April  
23 Parks believe their own lies about the heinous crimes Daughter committed against her own Mother,  
24 why have they been insisting that the Daughter take over guardianship of the Ward since the  
25 beginning of the hearings?

26 In regards to (d), Ethan Kottler's avoidance of discussing the home and ignoring of filings  
27 regarding the home indicates that he was aware of the conflict of interest and the importance of a  
28 ruling that April Parks, A Private Professional Guardian did not cause the loss of the home.

29 In Sum, Lee A. Drizin, ESQ, Ethan Kottler,ESQ, or any other attorney of the Law Offices  
30 of Lee A. Drizin, CHTD, cannot concurrently represent April L. Parks, A Private Professional

1 Guardian, and Ed Falkowitz because it presents a conflict of interest that cannot be waived.

2 The actions taken by the Ethan Kottler and Lee A. Drizin indicate that they are co-  
3 conspirators in the exploitations of the Ward, the estate of the Ward, Indig Family Trust and  
4 Daughter. Due to the fraudulent actions by April Parks and her attorneys against the above,  
5 significant financial damage to, and severe emotional distress were caused to both the Ward and  
6 Daughter.

7 For the reasons expressed Lee A. Drizin, ESQ, and Lee A. Drizin, CHTD should be  
8 disqualified immediately from representing April L. Parks and A Private Professional Guardian in  
9 all proceedings and thus forfeit all fees, invoices, and expenses.

10 Ethan Kottler's disingenuous and fraudulent representations about his and his client having  
11 no involvement with the ward's residence should be prosecuted by the court, as should his  
12 continuous failure to follow court instructions and orders.

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16 DATED this 2nd day of June, 2015.

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~n

By:

ELIZABETH DIANA INDIG  
8304 Cabin Peak Street  
Las Vegas, Nevada 89123  
Tel: (702) 906-1388  
Email: [Mewsette1@aol.com](mailto:Mewsette1@aol.com)

A handwritten signature in cursive script, appearing to read "Elizabeth Diana Indig". The signature is written over a horizontal line. To the right of the signature, there is a small circular emblem or seal containing the number "2".

1 EXHIBIT #1  
2 EPS LETTER  
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STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION

BRIAN SANDOVAL  
*Governor*

Las Vegas  
1860 East Sahara  
Las Vegas, NV 89104  
(702) 486-3545 • Fax (702) 486-3236  
[adsd@adsd.nv.gov](mailto:adsd@adsd.nv.gov)

RICHARD WHITLEY  
*Director*

JANE GRUNER  
*Administrator*

May 13, 2015

Ms. Elizabeth Indig  
8304 Cabin Peak Street  
Las Vegas, Nevada 89123

Dear Ms. Indig:

This letter is a follow up to our telephone conversation on May 13, 2015. This is to confirm that Aging and Disability Services Division-Elder Protective Services did not make a referral for guardianship of your mother, Elizabeth Indig, to April Parks.

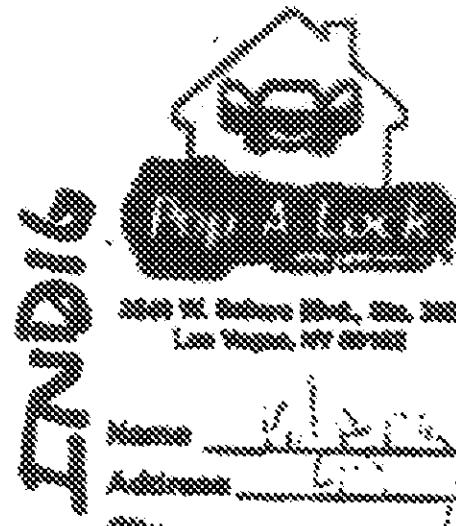
If you have any questions, please feel free to contact me at 702-486-3534

Sincerely,

A handwritten signature in black ink that appears to read "Tammy Sever".

Tammy Sever, LSW  
Social Services Manager 2

1 EXHIBIT #2  
2 LOCKSMITH INVOICE  
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INDIE  
LOCKSMITH  
Las Vegas  
702-388-0999  
(8734)

Call 10 AM

Call 10 AM

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Employee 24

LOCKSMITH

WORK ORDER #

08903

Address: [Redacted] Date: [Redacted]

City: [Redacted] State: [Redacted]

Phone: [Redacted] Zip: [Redacted]

Ref. #:

| Qty. | Part # | Description    | Amount  |
|------|--------|----------------|---------|
|      |        | 1 Padlock 1000 | \$10    |
|      |        | 1 Key          | \$10    |
|      |        | Sub Total      | \$20.00 |
|      |        | Tax            | \$0.00  |
|      |        | Total          | \$20.00 |

171.40

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| Job Name:     |   | [Redacted]          |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |
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I accept the result of being audited by, and the vehicle has been left in good condition, and

that no damage occurred to the vehicle as a result of performance of this service.

30 DAY GUARANTEE ON ALL PARTS

INDIE  
000103

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White Pages Home Address  
Return Mail Services  
PO Box 60000  
Post Net SC 80716-0000

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ELIZABETH BROWN  
43 PAULCLINE ST  
[REDACTED] NY [REDACTED]

### **Account Information**

**Subject:** Verify your occupancy by September 28, 2012  
Your signature is required

Dear ELIZABETH WING,

As required by the terms and conditions of your reverse mortgage agreement, we're writing to verify the property above is your primary residence.

Please complete the enclosed Occupancy verification form and return it to us no later than September 28, 2012. If the property shown is no longer your primary residence, please provide your new address and include a brief explanation on the form.

If we do not receive your signed Occupancy verification form by September 28, 2012, we will presume you no longer reside at this address and your services may no longer be in effect.

If you have any questions or need further assistance, please contact us. We're happy to have you as our customer and look forward to helping you with your financial needs.

— 1 —

**Adrian Moffatt**  
**Reverse Mortgage Division**  
**Wells Fargo Home Mortgages**

INDICA

**Occupancy verification form****Lender loan ID: 0309381127****Reverse mortgage account number: 1820695****FHA case number: 3325251023****Closing date: 10/22/10**

**Property Address:** 43 PANGLOSS ST  
HENDERSON, NV 89002 0000

Each year, you must certify that the address on your reverse mortgage is your primary residence.

If the property listed above is still your primary residence, please check the appropriate box below and return this form in the enclosed envelope. We must receive this form no later than September 28, 2012.

Please check one:

I (we) hereby certify that I (we) continue to occupy the property identified above as my (our) primary residence.

I am not able to agree to the above statement. I am providing my current address, phone number and a brief explanation below.

1021 Dyer Street #110  
Santa Clara, CA 95051

The full address is a County home. I am here because  
I am not able to agree to the above statement.  
Homeowner signature(s):

 Date 2/24/2012

Date \_\_\_\_\_

Phone number: (303) 645-6400

**Please note:**

- Contact us if there are any changes in the condition of your property.
- Call us at 1-800-472-3200 if you will be away from the property more than two (2) consecutive months. This will prevent us from concluding that your primary residence has changed, and avoid unnecessary property inspections and associated fees charged to your account.

**NOTICE:** According to Section 1001 of Title 18 of the United States Code, it is a criminal offense to make a wilfully false statement or misrepresentation to any department or agency of the United States government as to any matter within its jurisdiction.

La notificación es de suma importancia. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente.

MSDIO  
000222

**EXHIBIT #4**  
**FORECLOSURE DEED**

Inst #: 201311210001742  
Fees: \$19.00 IWC Fee: \$25.00  
RPTT: \$749.70 Ex: #  
11/21/2013 10:11:28 AM  
Receipt #: 1850362  
Requestor:  
**ABSOLUTE COLLECTION SERVICE**  
Recorded By: STN Pgs: 4  
**DEBBIE CONWAY**  
**CLARK COUNTY RECORDER**

APN: 179-30-418-002

~~WHEN RECORDED MAIL DEED AND  
TAX STATEMENTS TO:~~

**FGC SFR Holdings LLC**  
1424 K St, NW #403  
Washington DC 20005

Title No. AA306  
Account NO. 83437  
TS No. 45010-13-39854G1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Foreclosure Deed

The undersigned declares:

- |                                     |                                                               |              |
|-------------------------------------|---------------------------------------------------------------|--------------|
| <input type="checkbox"/>            | The grantee herein <b>WAS NOT</b> the foreclosing beneficiary |              |
| <input checked="" type="checkbox"/> | The amount of the unpaid debt together with costs was         | \$ 6,800.00  |
| <input checked="" type="checkbox"/> | The amount paid by the grantee at the trustee sale was        | \$ 22,000.00 |
| <input checked="" type="checkbox"/> | The documentary transfer tax is                               | \$ 749.70    |
| <input checked="" type="checkbox"/> | City Judicial District of <b>HENDERSON</b>                    |              |

Palm Hills HOA, does hereby grant and convey, but without covenant or warranty, express or implied, all title of the unit's owner to the unit, to: FGC SFR Holdings LLC (Grantee), the real property in the County of Clark, State of Nevada, commonly known as 43 Pangloss St., Henderson NV 89002 Assessor's Parcel No. 179-30-418-002 and described more fully as follows:

Legal Description-shown on the Subdivision map recorded in Book No. 96  
Page(s) 31, Lot 38, Block 3, Inclusive, of Maps of the County of Clark, State of  
Nevada. See Exhibit A.

This conveyance is made pursuant to the power of sale granted to Palm Hills HOA and conferred upon its designated and authorized agent, by the Nevada Revised Statutes and its Declaration of Covenants, Conditions and Restrictions, recorded on 12/10/96, in Book No. 961210 as Instrument No. 01152, in the Official Records of the Clark County Recorder.



**EXHIBIT "A"**

LOT FIFTY-EIGHT (58) IN BLOCK THREE (3) OF PALM HILLS PHASE 3-UNIT 2 AS SHOWN BY MAP THEREOF ON FILE IN BOOK 96 OF PLATS, PAGE 31, AND AS AMENDED BY THAT CERTIFICATE OF AMENDMENT RECORDED NOVEMBER 2, 2000 IN BOOK 20001102, AS DOCUMENT NO. 00636, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Assessor's Parcel No: 179-30-418-002

A Notice of Delinquent Assessment Lien was recorded on 12/21/12, in Book No. 20121221 as Instrument No. 0003473, in the Official Records of said County. After the expiration of more than 30 days from the recordation and mailing of the Notice of Delinquent assessment Lien, a Notice of Default and Election to Sell was recorded on 2/25/13, in Book No. 20130225 as Instrument No. 0003864, in the Official Records of said County. After the expiration of more than 90 days from the recordation and mailing of the Notice of Default and Election to Sell, a Notice of Sale was recorded on 9/27/13 in the Clark County Recorder's Office in Book No. 20130927 as Instrument No. 0003416. All notices were mailed, posted, published and served in accordance with Nevada Law.

At the time and place fixed in the Notice of Sale, Absolute Collection Services, LLC, agent for Palm Hills HOA, did sell said property above described at public auction on 11/19/13, to said Grantee, being the highest bidder, for \$22,000.00, in satisfaction of the obligations secured by the association's lien.

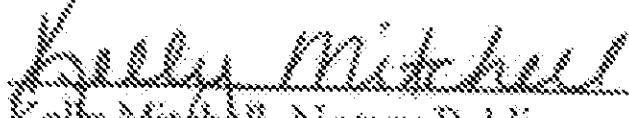
Dated: 11/20/13

Richard Kaye on behalf of Palm Hills HOA

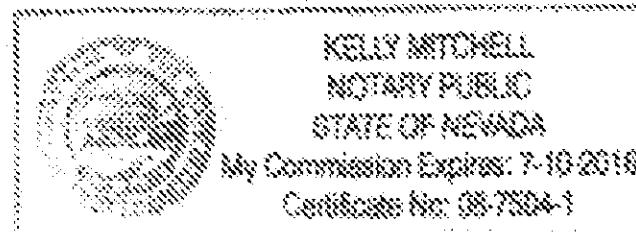
STATE OF NEVADA              }  
                                    } ss.  
COUNTY OF CLARK              }

On 11/20/13, before me, Kelly Mitchell, a notary public in and for the County of Clark, State of Nevada, personally appeared RICHARD KAYE, known to me to be the person described in the foregoing Foreclosure Deed, who acknowledged to me that he executed the same freely, voluntarily, and for the uses and purposes therein mentioned.

WITNESS my hand and seal.

  
Kelly Mitchell, Notary Public

My Commission Expires: 7/10/16  
Certificate No. 08-7504-1



STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 179-30-418-002  
b.  
c.  
d.

2. Type of Property:

- |                                          |                                                         |
|------------------------------------------|---------------------------------------------------------|
| a. <input type="checkbox"/> Vacant Land  | b. <input checked="" type="checkbox"/> Single Fam. Res. |
| c. <input type="checkbox"/> Condo/Twnhse | d. <input type="checkbox"/> 2-4 Plex                    |
| e. <input type="checkbox"/> Apt. Bldg    | f. <input type="checkbox"/> Comm'VInd'l                 |
| g. <input type="checkbox"/> Agricultural | h. <input type="checkbox"/> Mobile Home                 |
| Other                                    |                                                         |

FOR RECORDERS OPTIONAL USE ONLY

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

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

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

3.a. Total Value/Sales Price of Property

\$ 22,000.00

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

)

c. Transfer Tax Value:

\$ 146,784.00

d. Real Property Transfer Tax Due

\$ 749.70

4. If Exemption Claimed:

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

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

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Kelly Mitchell Capacity: Grantor

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

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

Print Name: Palm Hills HOA  
Address: PO Box 12117  
City: Las Vegas  
State: NV Zip: 89112

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

Print Name: FGC SFR Holdings LLC  
Address: 1424 K St NW #403  
City: Washington  
State: DC Zip: 20005

1 EXHIBIT 5  
2 REGISTER OF ACTIONS  
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**REGISTER OF ACTIONS**

Case No. A-14-781766-C

Ed Falkowitz, Plaintiff(s) vs. FutureGen Company, Defendant(s)

Case Type: Breach of Contract  
 Subtype: Other  
 Contracts/Acc/Judgment  
 Date Filed: 06/03/2014  
 Location: Department 1  
 Cross-Reference Case Number: A781766

**Party Information**

| Defendant                                             | Lead Attorneys                                     |
|-------------------------------------------------------|----------------------------------------------------|
| FGC Holdings LLC                                      |                                                    |
| FutureGen Company Doing Business As Futuregen Capital | Sean L. Anderson<br>Retained<br>702-636-9074(W)    |
| Schmidt, Lawrence P                                   |                                                    |
| Triumph Management Corporation                        | Jacob L. Hafer, ESG<br>Retained<br>702-405-6700(W) |
| Falkowitz, Ed                                         | Lee A Drizin<br>Retained<br>702-798-4955(W)        |
| TGF Retirement Trust                                  | Lee A Drizin<br>Retained<br>702-798-4955(W)        |

**Events & Dates of the Case**

| OTHER EVENTS AND HEARINGS |                                                                      |
|---------------------------|----------------------------------------------------------------------|
| 06/03/2014                | Case Opened                                                          |
| 06/03/2014                | Complaint<br>Complaint                                               |
| 06/03/2014                | Notice of Lis Pendens<br>Notice of Lis Pendens (APN: 179-30-416-002) |
| 06/05/2014                | Notice of Lis Pendens<br>Notice of Lis Pendens (APN: 176-10-511-107) |
| 06/05/2014                | Notice of Lis Pendens<br>Notice of Lis Pendens (APN: 139-05-111-008) |
| 06/05/2014                | Notice of Lis Pendens<br>Notice of Lis Pendens (APN: 123-18-317-009) |
| 06/18/2014                | Affidavit<br>Affidavit of Service                                    |
| 06/18/2014                | Affidavit<br>Affidavit of Service                                    |
| 07/17/2014                | Affidavit<br>Affidavit of Service - FutureGen Company                |
| 08/27/2014                | Summons<br>Summons-Civil                                             |
| 08/27/2014                | Summons<br>Summons - Civil                                           |
| 09/02/2014                | Notice of Appearance<br>Notice of Appearance                         |

2010-11-12 10:20:20

## 1. *Geoffroy's Catbird* (Turdus luteus)

2004, Vol. 37(1), pp. 1–13

|            |                                                                                                                                                                                                          |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | Plaintiff Present<br>Minutes<br>Result: Granted                                                                                                                                                          |
| 11/07/2014 | Status Check (3:00 AM) (Judicial Officer Kishner, Joanna S.)<br>Status Check: Order 10/23/14<br>11/20/2014 Reset by Court to 12/11/2014                                                                  |
| 11/14/2014 | Result: Hearing Set<br>Order Scheduling Status Check<br>Order Scheduling Status Check                                                                                                                    |
| 11/21/2014 | Status Check (3:00 AM) (Judicial Officer Kishner, Joanna S.)<br>Status Check: Stay<br>Minutes<br>Result: Matter Heard                                                                                    |
| 12/11/2014 | Status Check (9:00 AM) (Judicial Officer Kishner, Joanna S.)<br>Status Check Re: Non Compliance of EDCR 7.21<br>11/20/2014 Reset by Court to 12/11/2014                                                  |
| 01/06/2015 | Result: Vacate<br>Case Reassigned to Department 1<br>District Court Case Reassignment 2015                                                                                                               |
| 02/13/2015 | Motion to Dismiss<br>Motion to Dismiss                                                                                                                                                                   |
| 02/23/2015 | Status Check (3:00 AM) (Judicial Officer Cory, Kenneth)<br>02/23/2015, 06/10/2015<br>Status Check: Stay<br>Minutes<br>02/20/2015 Reset by Court to 02/23/2015<br>03/17/2015 Reset by Court to 06/10/2015 |
| 03/10/2015 | Result: Matter Heard<br>Order Denying Motion<br>Order Denying Triumph Property Management's Motion to Dismiss                                                                                            |
| 03/13/2015 | Notice of Entry of Order<br>Notice of Entry of Order                                                                                                                                                     |
| 03/17/2015 | CANCELED Motion to Dismiss (3:00 AM) (Judicial Officer Cory, Kenneth)<br>Vacated<br>Motion to Dismiss                                                                                                    |
| 03/18/2015 | Order<br>Order Granting Motion to Stay Proceedings Pursuant to the Order to Stay Litigation by the U.S.D.C. Dated July 3, 2014 on Order Shortening Time                                                  |

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#### Financial Information

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|            |                                          |                             |                                            |
|------------|------------------------------------------|-----------------------------|--------------------------------------------|
|            | Defendant FutureGen Company              |                             |                                            |
|            | Total Financial Assessment               |                             | 223.00                                     |
|            | Total Payments and Credits               |                             | 223.00                                     |
|            | Balance Due as of 06/01/2015             |                             | 0.00                                       |
| 08/03/2014 | Transaction Assessment                   |                             | 223.00                                     |
| 08/03/2014 | Wiznet                                   | Receipt # 2014-100640-CCOLK | FutureGen Company<br>(223.00)              |
|            | Defendant Triumph Management Corporation |                             |                                            |
|            | Total Financial Assessment               |                             | 223.00                                     |
|            | Total Payments and Credits               |                             | 223.00                                     |
|            | Balance Due as of 06/01/2015             |                             | 0.00                                       |
| 10/22/2014 | Transaction Assessment                   |                             | 223.00                                     |
| 10/22/2014 | Wiznet                                   | Receipt # 2014-110986-CCOLK | Triumph Management Corporation<br>(223.00) |
|            | Plaintiff Falkowitz, Ed                  |                             |                                            |
|            | Total Financial Assessment               |                             | 312.00                                     |

|            |                                  |                            |               |        |
|------------|----------------------------------|----------------------------|---------------|--------|
| 06/18/2014 | Transaction Assessment<br>Wiznet | Receipt # 2014-70613-CCCLK | Falkowitz, Ed | 3.50   |
| 06/18/2014 | Transaction Assessment<br>Wiznet | Receipt # 2014-70620-CCCLK | Falkowitz, Ed | (3.50) |
| 07/18/2014 | Transaction Assessment<br>Wiznet | Receipt # 2014-82364-CCCLK | Falkowitz, Ed | 3.50   |
| 08/27/2014 | Transaction Assessment<br>Wiznet | Receipt # 2014-98833-CCCLK | Falkowitz, Ed | (3.50) |
| 08/27/2014 | Transaction Assessment<br>Wiznet | Receipt # 2014-98837-CCCLK | Falkowitz, Ed | 3.50   |
| 03/10/2015 | Transaction Assessment<br>Wiznet | Receipt # 2015-24794-CCCLK | Falkowitz, Ed | (3.50) |
| 03/13/2015 | Transaction Assessment<br>Wiznet | Receipt # 2015-26337-CCCLK | Falkowitz, Ed | 3.50   |
|            |                                  |                            |               | (3.50) |

Plaintiff TGF Retirement Trust  
 Total Financial Assessment  
 Total Payments and Credits  
 Balance Due as of 06/01/2015

|            |                                  |                            |                      |         |
|------------|----------------------------------|----------------------------|----------------------|---------|
| 06/03/2014 | Transaction Assessment<br>Wiznet | Receipt # 2014-83830-CCCLK | TGF Retirement Trust | 30.00   |
|            |                                  |                            |                      | (30.00) |

1 EXHIBIT #6  
2 COMPLAINT  
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*John T. Lehman*  
CLERK OF THE COURT

1 COMP  
2 LEE A. DRIZIN, ESQ.  
3 Nevada Bar No. 4971  
4 LESTER A. BERMAN, ESQ.  
5 Nevada Bar No. 0149  
6 LEE A. DRIZIN, CHTD.  
7 2460 Professional Court, Suite 110  
8 Las Vegas, NV 89128  
9 lee@leedrizin.com  
10 lesterberman@leedrizin.com  
11 (702) 798-4955; Fax: (702) 798-5955

12 Attorneys for Plaintiffs

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 ED FALKOWITZ, individually and as  
11 TRUSTEE OF THE TGF RETIREMENT  
12 TRUST.

13 Plaintiff.

14 vs.

15 FUTUREGEN COMPANY, d/b/a  
16 FUTUREGEN CAPITAL, a Delaware  
17 Corporation, FGC SFR HOLDINGS, LLC,  
18 a Nevada Limited Liability Company,  
19 TRIUMPH MANAGEMENT  
20 CORPORATION, a Nevada Corporation,  
21 LAWRENCE P. SCHMIDT, DOES I  
22 through V and ROE CORPORATIONS I  
23 through V.

24 Defendants.

Case No: A-14-701766-C

Dept. No: XXXI

LEE A. DRIZIN, CHTD.  
2460 Professional Court, Suite 110  
Las Vegas, Nevada 89128  
(702) 798-4955

22 COMPLAINT

23 (ACTION CONCERNING TITLE TO REAL PROPERTY AND  
24 DECLARATORY RELIEF - EXEMPT FROM ARBITRATION)

25 ED FALKOWITZ, individually and as Trustee of the TGF RETIREMENT TRUST, by  
26 and through his attorneys, LEE A. DRIZIN, CHTD. and LESTER A. BERMAN, ESQ. hereby  
27 complains against Defendants and alleges as follows:

28 / / /

## **FACTS COMMON TO ALL CAUSES OF ACTION**

1. That at all times mentioned herein, Defendant FutureGen Company is a Delaware corporation and is not qualified to conduct business in the State of Nevada

2. That at all times mentioned herein, Defendant FGC SFR Holdings, LLC is a Nevada Limited Liability Company which has and is conducting business in Clark County, Nevada.

3. That at all times mentioned herein, Defendant Triumph Management Property Management Corporation is a Nevada corporation which has and is conducting business within Clark County, Nevada.

4. That at all times mentioned herein, Defendant Lawrence P. Schmidt was an individual residing outside of the State of Nevada who has conducted business within the State of Nevada.

5. The true names and capacities, whether individual, corporate, associate or otherwise, of Defendants, Does I through V, are unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs are informed and believe and allege thereon that each of the Defendants designated herein as a Doe is legally responsible in some manner for the events and happenings herein referred to and legally caused damages proximately thereby to the Plaintiffs in the manner hereinafter alleged. Plaintiffs will ask leave of this Court to amend their Complaint to insert the true names and capacities of Defendants Does I through V when the same have been ascertained, together with appropriate charging allegations and in order to join such Defendants in this action.

6. The true names and capacities, whether individual, corporate, associate or otherwise, of Defendants, ROE CORPORATIONS I through V, are unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs are informed and believe and allege thereon that each of the Defendants designated herein as a ROE CORPORATIONS is legally responsible in some manner for the events and happenings herein referred to and legally caused damages proximately thereby to the Plaintiffs in the

1 manner hereinafter alleged. Plaintiffs will ask leave of this Court to amend their Complaint  
2 to insert the true names and capacities of Defendants ROE CORPORATIONS I through  
3 V when the same have been ascertained, together with appropriate charging allegations  
4 and in order to join such Defendants in this action.

5       7.      That on or before March 14, 2014, Plaintiff, Ed Falkowitz, individually and in  
6 his capacity as Trustee for the TGF Retirement Trust, was contacted by Defendant  
7 Lawrence P. Schmidt pertaining to a loan secured by real property in the State of Nevada.

8       8.      That Defendant Lawrence P. Schmidt (hereinafter "Schmidt") represented  
9 himself as being the President of Defendant FutureGen Capital.

10      9.      Upon information and belief, FutureGen Capital is a fictitious firm name for  
11 FutureGen Company, a Delaware Corporation.

12      10.     Plaintiff Falkowitz was solicited by Defendant Schmidt and FutureGen  
13 Company (hereinafter "FutureGen"), to invest in a loan participation agreement whereby  
14 Plaintiff would provide funds to be utilized by FutureGen which would then be used to  
15 purchase real property in the State of Nevada through another entity, Defendant FGC SFR  
16 Holdings, LLC.

17      11.     Schmidt represented to Falkowitz that Falkowitz would provide funds to  
18 FutureGen and FutureGen would then lend the money to FGC SFR Holdings, LLC  
19 (hereinafter "FGC SFR") and then FGC SFR would purchase real property located in Clark  
20 County, Nevada and would execute a promissory note secured by a First Deed of Trust  
21 with Falkowitz being the beneficiary under such Deed of Trust and the obligee under the  
22 promissory note.

23      12.     Plaintiff, by providing the requested funds, was told that he would be granted  
24 an undivided interest in the loan relative to his percentage interest and that Plaintiff was  
25 to be granted an equitable interest in the trust deed securing the loan.

26      13.     These representations pertaining to this investment opportunity were made  
27 to Falkowitz by Schmidt and FutureGen with the intention that such representations would  
28 //

1 be relied upon by Plaintiffs and were intended to induce Plaintiffs into investing in this loan  
2 participation scheme.

3       14. In furtherance of the oral representations made to Plaintiffs, Defendants  
4 FutureGen and Schmidt prepared a Loan Participation Agreement, a copy of which is  
5 attached hereto as Exhibit "1". The Loan Participation Agreement indicated that  
6 FutureGen would be Plaintiff's nominee and would be the deed of trust beneficiary and that  
7 the loan was made to FGC SFR by Plaintiffs and FutureGen jointly.

8       15. Plaintiffs were told by Schmidt that Plaintiffs were the equitable interest  
9 holders in the trust deed securing the loan.

10      16. On or about March 14, 2014, Schmidt as President of FutureGen and Plaintiff  
11 executed the Loan Participation Agreement and Plaintiff paid to FutureGen the sum of  
12 \$200,000.00 as is reflected on Exhibit "A" attached to the Loan Participation Agreement.

13      17. The Loan Participation Agreement named four (4) properties located in Clark  
14 County, Nevada which were to be acquired by FGC SFR, those properties being located  
15 at 7517 Apple Cider Street, Las Vegas, NV 89131, APN: 125-16-317-009, 43 Pangloss St.,  
16 Henderson, NV 89002, APN: 179-30-418-002, 2920 Robincrest Ct., North Las Vegas, NV  
17 89031, APN: 139-06-111-008, and 7340 Vinca Rd., Las Vegas, NV 89113, APN: 176-10-  
18 511-107.

19      18. The Loan Participation Agreement indicated that the Plaintiff would make a  
20 loan to FGC SFR and that the four (4) above-named real properties would secure the  
21 repayment of such loan by way of a first position Deed of Trust.

22      19. In exchange for essentially brokering the loan deal between FGC SFR and  
23 Plaintiff, FutureGen would receive certain processing fees, legal fees, an origination fee  
24 and a percentage of the monthly payments to be made on the loan to be received from  
25 FGC SFR.

26      20. Additionally, the loan was to be guaranteed by unknown third parties who  
27 were to execute an unconditional guarantee to provide further security for the funds being  
28 loaned to FGC SFR.

1        21. Defendant FutureGen was then to service the loan on behalf of Plaintiff and  
2 that FutureGen, presumably, was to collect payments from FGC SFR and then disburse  
3 them to Plaintiff according to his percentage participation.

4        22. Defendant FGC SFR was formed in the State of Nevada on November 15,  
5 2013.

6        23. Defendant FGC SFR acquired the four (4) parcels of real property set forth  
7 above on November 19, 2013, such properties having been acquired at a Homeowner's  
8 Association foreclosure sale.

9        24. Foreclosure deeds were then recorded in favor of FGC SFR on November  
10 21, 2013. All four (4) properties were apparently acquired at the same sale by FGC SFR  
11 with an individual by the name of Richard Kaye signing all four (4) foreclosure deeds on  
12 behalf of Absolute Collection Services, LLC.

13        25. All four (4) foreclosure deeds were notarized by Kelly Mitchell.

14        26. In the Loan Participation Agreement, no reference is made to the loan closing  
15 through an escrow or a title company.

16        27. Pursuant to the Loan Participation Agreement, Plaintiff was to have control  
17 over any modification of the terms of the Promissory Note or the Deed of Trust.

18        28. Under the terms of the Loan Participation Agreement, Plaintiff's equitable  
19 share of the Promissory Note and his equitable share in the beneficial interest of the Deed  
20 of Trust could be acquired at any time by Defendant FutureGen for the amount then owed  
21 under the promissory note.

22        29. The Loan Participation Agreement also provided in Section 5© that Plaintiffs  
23 could acquire title to the property by either foreclosure or the acceptance of a deed in lieu  
24 of foreclosure or otherwise.

25        30. The Loan Participation Agreement also provided that Plaintiffs would be  
26 entitled to participate proportionately and receive all payments of principal or interest  
27 received on account in connection with the loan and would also be entitled to manage,  
28 improve or dispose of the properties.

1       31. That all the representations made by the Defendants, both orally as an  
2 inducement to Plaintiff to have him execute the Loan Participation Agreement, and the  
3 representations in writing contained in the Loan Participation Agreement were false and  
4 Defendants knew or should have known that such representations were false.

5       32. Defendants made such false representations to Plaintiffs and intended for  
6 Plaintiffs to rely on those representations.

7       33. Plaintiffs did in fact rely upon the representations made to them by  
8 Defendants FutureGen and Schmidt and tendered the requested consideration to  
9 FutureGen and Schmidt for the rights to be obtained under the Loan Participation  
10 Agreement.

11       34. That the Plaintiffs have never seen any written evidence of a loan from FGC  
12 SFR to FutureGen in the form of a promissory note nor have Plaintiffs seen any evidence  
13 of the existence of a Deed of Trust executed by FGC SFR in favor of FutureGen or  
14 Plaintiffs.

15       35. That FGC SFR presently has title to the four (4) properties mentioned above.

16       36. That Plaintiff have attempted to contact representatives of FutureGen or  
17 Lawrence P. Schmidt but have been unable to contact them.

18       37. Upon information and belief, Mr. Schmidt and FutureGen have closed down  
19 their business and the whereabouts of Mr. Schmidt are presently unknown.

20       38. Upon information and belief, Defendant FGC SFR hired Triumph Property  
21 Management Corporation to assist in the management of the four (4) properties described  
22 above.

23       39. Upon information and belief, Triumph Property Management Corporation, as  
24 agent for FGC SFR, has rented one (1) or more of the properties to tenants and is  
25 presently collecting rents under purported lease agreements.

26       ///

27       ///

28       ///

40. That adherence to the corporation fiction of FutureGen as being an entity separate and apart from Lawrence P. Schmidt would sanction fraud and promote injustice which would justify piercing the corporate veil of FutureGen pursuant to NRS 78 NRS 78.747

**FIRST CAUSE OF ACTION**

#### Breach of Contract

41. Plaintiffs hereby reassert and reallege and incorporate by this reference each and every allegation contained in Paragraphs 1 through 40, inclusive, of their Complaint as though set forth herein at length.

42. That Defendant, FutureGen Company, entered into a valid contract with Plaintiff pursuant to the Loan Participation Agreement attached hereto as Exhibit "1"

43. That Defendant, FutureGen, has breached said contract by failing to provide the Plaintiffs with a Promissory Note which was to have been executed by FGC SFR under said contract and by failing to provide the Plaintiffs with the Deed of Trust which was to be executed by FGC SFR under the Loan Participation Agreement.

44. Upon information and belief, FGC SFR never executed a Promissory Note or a Deed of Trust and there is nothing in the public record in the Office of the County Recorder of Clark County, Nevada indicating that such a Deed of Trust was ever recorded against any of the four (4) parcels of real properties mentioned above.

45. That the Plaintiffs have been damaged by the breach of contract by FutureGen in an amount in excess of \$10 000.00.

46. That the Plaintiffs have been required to retain the services of an attorney in order to protect their rights in this action and are therefore entitled to an award of reasonable attorneys' fees and costs.

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## SECOND CAUSE OF ACTION

### Declaratory Relief

47. Plaintiffs hereby reassert and reallege and incorporate by this reference each and every allegation contained in Paragraphs 1 through 46, inclusive, of their Complaint as though set forth herein at length.

48. That in exchange for Plaintiffs providing the consideration under the Loan Participation Agreement attached hereto as Exhibit "1", Plaintiffs were to receive an interest in a Promissory Note which was to be secured by a first priority Deed of Trust against the four (4) subject properties set forth above.

49. An actual controversy exists between Plaintiffs and Defendants FutureGen, Schmidt and FGC SFR pertaining to the title of the four (4) properties mentioned above and whether the Plaintiffs are entitled to have recorded against the subject properties enforceable Deeds of Trust with a power of sale as collateral for the provision by Plaintiffs to the Defendants of the consideration mentioned in the Loan Participation Agreement.

50. That it is necessary that the Court enter a declaration defining the rights and interest of the respective parties in the four (4) parcels of real estate mentioned above.

51. That Plaintiffs are entitled to supplementary relief pursuant to NRS 30.100 in the form of attorneys' fees for having to bring this action before the Court.

52. That Plaintiffs are further entitled to costs pursuant to NRS 30.120 in this matter.

## THIRD CAUSE OF ACTION

### Fraud/Intentional Misrepresentation

53. Plaintiffs hereby reassert and reallege and incorporate by this reference each and every allegation contained in Paragraphs 1 through 52, inclusive, of their Complaint as though set forth herein at length.

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54. That the Defendants never intended to execute a Promissory Note secured by a Deed of Trust whereby Plaintiffs would have a security interest in the four (4) Nevada parcels of real estate mentioned above.

55. That in relying upon the misrepresentations of the fact made by Defendants FutureGen and Schmidt to the Plaintiffs, such reliance was reasonable.

56. That Plaintiffs have been defrauded by Defendants FutureGen and Schmidt and have been proximately damaged in an amount in excess of \$10,000.00.

57. That the actions of Defendants were willful, oppressive and malicious and Plaintiffs are entitled to an award of punitive damages in excess of \$10,000.00.

58. Plaintiffs have been required to retain the services of an attorney in order to protect their rights in this action and are entitled to an award of attorneys' fees and costs.

#### FOURTH CAUSE OF ACTION

##### Alter Ego-Schmidt

59. Plaintiffs hereby reassert and reallege and incorporate by this reference each and every allegation contained in Paragraphs 1 through 58, inclusive, of their Complaint as though set forth herein at length.

60. That Defendant Schmidt is the alter-ego of Defendant FutureGen and is also the alter-ego of Defendant FGC SFR and adhering to the separateness of the corporate entities which would sanction fraud or promote injustice.

61. That Defendant Schmidt engineered the entire transaction in order to obtain \$200,000.00 from the Plaintiffs without any valid consideration being returned to the Plaintiffs.

62. That the actions of FutureGen and Schmidt were willful, oppressive and malicious and justify an award of punitive damages against Defendants in an amount in excess of \$10,000.00.

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63. Plaintiffs have been required to retain the services of an attorney in order to protect their rights in this action and are entitled to an award of attorneys' fees and costs.

#### FIFTH CAUSE OF ACTION

##### Alter Ego-FutureGen/FGC SFR

64. Plaintiffs hereby reassert and reallege and incorporate by this reference each and every allegation contained in Paragraphs 1 through 63, inclusive, of their Complaint as though set forth herein at length.

65. That FGC SFR Holdings, LLC is the alter ego of FutureGen Company in that FGC SFR was a mere business conduit for FutureGen and was used as an instrumentality to fraudulently obtain funds from the Plaintiff under the Loan Participation Agreement.

66. That to adhere to the separate corporate existence of FGC SFR Holdings, LLC as being a separate entity from FutureGen Company would sanction fraud and promote injustice.

67. That the sole Officer and Director of FGC SFR Holdings, LLC is Lawrence P. Schmidt.

68. That the actions of the Defendants have proximately caused damage to the Plaintiffs in the amount in excess of \$10,000.00.

69. The actions of Defendants FutureGen, FGC SFR and Schmidt were willful, oppressive and malicious and the Plaintiffs are entitled to an award of punitive damages against said Defendants in an amount in excess of \$10,000.00

70. Plaintiffs have been required to retain the services of an attorney in order to protect their rights in this action and are entitled to an award of attorneys' fees and costs.

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SIXTH CAUSE OF ACTION

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Negligent Misrepresentation of Facts

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71. Plaintiffs hereby reassert and reallege and incorporate by this reference each and every allegation contained in Paragraphs 1 through 70, inclusive, of their Complaint as though set forth herein at length.

72. That the Defendants, FutureGen, FGC SFR and Schmidt owed a duty to the Plaintiffs to make truthful representations to them in order to induce them into executing the Loan Participation Agreement attached hereto as Exhibit "1".

73. That said Defendants breached said duty to Plaintiff by making negligent misrepresentations of fact pertaining to the various terms of loan in the Loan Participation Agreement and that the actual terms of the Loan Participation Agreement made additional misrepresentations of fact as to how the money to be provided by the Plaintiffs would be utilized.

74. That no Promissory Note or Deed of Trust was ever executed by any of the Defendants under the Loan Participation Agreement attached as Exhibit "1"

75. That Plaintiffs relied upon the negligent misrepresentations of fact made by Defendants and were proximately damaged thereby in an amount in excess of \$10,000.00.

76. Plaintiffs have been required to retain the services of an attorney in order to protect their rights in this action and are entitled to an award of attorneys' fees and costs.

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79. Plaintiffs have been required to retain the services of an attorney in order to protect their rights in this action and are entitled to an award of attorneys' fees and costs.

## EIGHTH CAUSE OF ACTION

## **Quiet Title**

6 Plaintiffs hereby reassert and reallege and incorporate by this reference  
7 each and every allegation contained in Paragraphs 1 through 79, inclusive, of their  
8 Complaint as though set forth herein at length.

9        81. That Defendant FGC SFR currently hold title to the four (4) parcels of  
10 real property mentioned above.

11        82. That pursuant to the Loan Participation Agreement attached hereto as  
12 Exhibit "I", Plaintiffs were to receive a security interest in the four (4) parcels of real  
13 property mentioned above which was to take form of a first priority Deed of Trust.

14        83. That FGC SFR Holdings, LLC is a company dominated and controlled by  
15 FutureGen Company and Lawrence P. Schmidt and they are a business conduit of  
16 each other and their separate entities should be disregarded for all purposes under the  
Loan Participation Agreement.

17       34. That the Plaintiffs are entitled to a judicial declaration placing a Deed of  
18 Trust with a power of sale against the four (4) parcels of real estate described above to  
19 provide Plaintiffs the security which they were supposed to receive under the Loan  
20 Participation Agreement.

21       85. That the Court is requested to enter an order quieting title in favor of said  
22 Plaintiffs such that they receive, by way of a judgment herein, either a Deed of Trust in  
23 a recordable form or that they be granted the same powers and rights under such a  
24 Deed of Trust by way of a judgment to be recorded against the subject properties.

25        86. Plaintiffs have been required to retain the services of an attorney in order  
26 to protect their rights in this action and are entitled to an award of attorneys' fees and  
27 costs.

## NINTH CAUSE OF ACTION

#### **Declaratory Relief**

87. Plaintiffs hereby reassert and reallege and incorporate by this reference each and every allegation contained in Paragraphs 1 through 86, inclusive, of their Complaint as though set forth herein at length.

6        68. That a controversy exists between FGC SFR Holdings, LLC and Plaintiffs  
7 pertaining to the title of the four (4) subject parcels of real properties mentioned above.

8        89. That Plaintiffs are requesting the court to enter an order for declaratory  
9 relief declaring that the Plaintiffs have a vested interest in the title to the four (4) real  
10 properties mentioned above or that the Plaintiffs have a vested interest in the four (4)  
11 real properties by way of a recordable encumbrance against the four (4) properties  
12 mentioned above.

13        90. That the Plaintiffs are entitled to supplemental relief pursuant to NRS  
14        30.100 and are entitled to an award of attorneys' fees.

18 81. That Plaintiffs are entitled to an award of costs pursuant to NRS 30.120.

## TENTH CAUSE OF ACTION

## Equitable Liens

18       92. Plaintiffs hereby reassert and reallege and incorporate by this reference  
19 each and every allegation contained in Paragraphs 1 through 91, inclusive, of their  
Complaint as though set forth herein at length.

93. That the Plaintiffs are entitled to assert an equitable lien against the title  
of the four (4) subject parcels of real property mentioned above and that such  
equitable lien be in an amount not less than \$200,000.00 together with all of Plaintiff's  
costs, attorneys' fees, and interest at the legal rate from the date Plaintiffs provided the  
consideration under the Loan Participation Agreement to Defendants

25       94. Plaintiffs have been required to retain the services of an attorney in order  
26 to protect their rights in this action and are entitled to an award of attorneys' fees and  
27 costs.

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95. Plaintiffs hereby reassert and reallege and incorporate by this reference each and every allegation contained in Paragraphs 1 through 94, inclusive, of their Complaint as though set forth herein at length.

96. That Triumph Property Management Corporation is the agent of FGC SFR, FutureGen and Schmidt and, upon information and belief, has been managing the four (4) parcels of real estate mentioned above.

97. That upon information and belief, Triumph Property Management Corporation has executed lease agreements on behalf of FGC SFR with unknown certain parties who have become tenants in one or more of the four (4) parcels of real estate mentioned above.

98. That Triumph Property Management Corporation should be ordered to account for all funds collected from any tenants occupying any of the four (4) parcels of real estate mentioned above and to deposit all of such funds within the Court until final disposition of this matter.

99. Plaintiffs have been required to retain the services of an attorney in order to protect their rights in this action and are entitled to an award of attorneys' fees and costs.

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TWELFTH CAUSE OF ACTION

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Injunctive Relief

100. Plaintiffs hereby reassert and reallege and incorporate by this reference each and every allegation contained in Paragraphs 1 through 99, inclusive, of their Complaint as though set forth herein at length.

101. That upon information and belief, Triumph Property Management Corporation will be collecting rents during the pendency of this action which are the product of the fraudulent scheme perpetrated upon the Plaintiffs as set forth above.

102. Plaintiffs are entitled to be paid such rents under the Loan Participation Agreement

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103. That in order to maintain the status quo in this matter, any rents collected by Triumph Property Management Corporation should be deposited into the court until final disposition of this matter.

104. That the Plaintiff have no adequate remedy of law to compel Triumph Property Management Corporation to deposit said rents with the court and Plaintiff will suffer irreparable harm if Triumph Property Management Corporation continues to collect rents and either holds them or tenders them to other Defendants.

105. That injunctive relief is appropriate under these circumstances to prevent waste and the transfer of rents collected by Triumph Property Management Corporation to other Defendants.

106. Plaintiffs have been required to retain the services of an attorney in order to protect their rights in this action and are entitled to an award of attorneys' fees and costs.

WHEREFORE, Plaintiff prays for judgment as follows:

First Cause of Action:

1. For damages in excess of \$10,000.00;
2. For costs and disbursements;
3. For a reasonable award of attorney's fees; and
4. For such other and further relief as the court deems appropriate under the circumstances.

Second Cause of Action:

1. For a declaration defining the rights of and interest of the respective parties in the four (4) parcels of real estate mentioned herein;
2. For supplemental relief pursuant to NRS 30.100;
3. For costs pursuant to NRS 30.120; and
4. For such other and further relief as the court deems appropriate under the circumstances.

Third Cause of Action:

1. For damages in excess of \$10,000.00;

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- 2. For punitive damages in excess of \$10,000.00;
  - 3. For costs and disbursements;
  - 4. For a reasonable award of attorney's fees; and
  - 5. For such other and further relief as the court deems appropriate under the circumstances.

Fourth Cause of Action:

- 1. For damages in excess of \$10,000.00;
- 2. For punitive damages in excess of \$10,000.00;
- 3. For costs and disbursements;
- 4. For a reasonable award of attorney's fees; and
- 5. For such other and further relief as the court deems appropriate under the circumstances.

Fifth Cause of Action:

- 1. For damages in excess of \$10,000.00;
- 2. For punitive damages in excess of \$10,000.00;
- 3. For costs and disbursements;
- 4. For a reasonable award of attorney's fees; and
- 5. For such other and further relief as the court deems appropriate under the circumstances.

Sixth Cause of Action:

- 1. For damages in excess of \$10,000.00;
- 2. For costs and disbursements;
- 3. For a reasonable award of attorney's fees; and
- 4. For such other and further relief as the court deems appropriate under the circumstances.

Seventh Cause of Action:

- 1. For damages in an amount in excess of \$10,000.00;
- 2. For prejudgment interest on such award from March 14, 2014;
- 3. For costs and disbursements;

4. For a reasonable award of attorney's fees; and  
5. For such other and further relief as the court deems appropriate under  
the circumstances.

Eighth Cause of Action:

1. For an Order quieting title in favor of Plaintiffs by way of either a Deed of  
Trust encumbering each of the four (4) parcels of real estate mentioned herein or that  
the Plaintiffs be granted the same powers and rights under such a Deed of Trust by  
way of a judgment recorded against each of the four (4) parcels of real estate  
mentioned herein;
2. For costs and disbursements;
3. For a reasonable award as and for attorney's fees; and
4. For such other and further relief as the Court may deem appropriate  
under the circumstances.

Ninth Cause of Action:

1. For a declaration from the Court setting forth the respective parties' rights  
and interest in the four (4) subject parcels of real estate
2. For supplemental relief pursuant to NRS 30.100;
3. For costs pursuant to NRS 30.120; and
4. For such other and further relief as the court deems appropriate under  
the circumstances.

Tenth Cause of Action:

1. For an equitable lien against the four (4) parcels of real estate mentioned  
herein;
2. For costs and disbursements;
3. For a reasonable award as and for attorney's fees; and
4. For such other and further relief as the Court may deem appropriate  
under the circumstances.

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Eleventh Cause of Action:

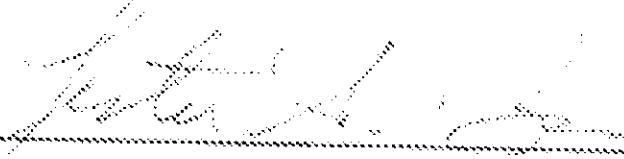
1. For an full and comprehensive accounting all funds collected from any  
tenants occupying any of the four (4) parcels of real estate mentioned herein and to  
deposit all such funds within the Court until final disposition of this matter;
2. For costs and disbursements;
3. For a reasonable award as and for attorney's fees; and
4. For such other and further relief as the Court may deem appropriate  
under the circumstances.

Twelfth Cause of Action:

1. For injunctive relief to enjoin Defendants from transferring, encumbering  
or assigning to any third person any rents that have received or will receive from any  
tenants occupying any of the four (4) parcels of real estate mentioned herein;
2. For costs and disbursements;
3. For a reasonable award of attorney's fees; and
4. For such other and further relief as the court deems appropriate under  
the circumstances.

DATED this 21<sup>st</sup> day of May, 2014.

LEE A. DRIZIN, CHTD.

By:   
LESTER A. BERMAN, ESQ.

Nevada Bar No. 0149

LEE A. DRIZIN, ESQ.

Nevada Bar No. 4971

LEE A. DRIZIN, CHTD.

2460 Professional Court, Suite 110

Las Vegas, NV 89128

(702) 798-4955

Attorneys for Plaintiffs

**Exhibit 1**

INVESTMENT  
NOTICE

THE PARTICIPATION INTERESTS DESCRIBED IN THIS LOAN  
PARTICIPATION AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE  
SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAW AND  
PARTICIPATION IN PURCHASED HEREIN IS HEREBY MADE SUBJECT TO  
SUCH ACT, RULES, REGULATIONS, PRINCIPLES, REQUIREMENTS, OR  
CONTROLS THEREUNDER. THE PARTIES AGREE THAT NO FEDERAL  
REGISTRATION STATEMENT OR THESE UNREGISTERED SPECIMENS CONSTITUTE  
SUCH ACT AND UNDER ANY APPLICABLE STATE SECURITIES LAWS,  
EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM SECURE  
REGISTRATION REQUIREMENTS OR UPON SUCH OTHER CONDITIONS AS  
THE LENDLENDER MAY REQUIRE.

LOAN PARTICIPATION AGREEMENT

THIS LOAN PARTICIPATION AGREEMENT (the "Agreement") is made effective the  
day of March 18th, 2014, by and between (i) FutureGen Company, the Lender herein (hereinafter a  
"Participant" Corporation with a mailing address at 1424 K Street NW Suite 400, Washington, DC  
20004, sometimes referred to herein as "Loan Administrator"), and (ii) parties more  
particularly identified on Exhibit A attached hereto and made a part hereof individually, a  
"Participant", and collectively the "Participants" which term includes the Loan Administrator.

RECITALS

R.1. The Participants have agreed to jointly make a business loan in the amount of  
Three Hundred and Twenty-Five Thousands and No/100 Dollars (\$325,000) (the "Loan") to KG  
NR Holdings LLC, a Nevada Limited Liability Corporation (the "Borrower"), the repayment of which  
Loan shall be (i) secured by certain real property located at:

1317 Apple Center Dr Las Vegas, NV 89131  
2300 Las Vegas Blvd Las Vegas, NV 89104  
13 Paragon St Henderson, NV 89014  
2000 Robinhood St, Las Vegas, NV 89103

R.2. The terms and conditions of the Loan are more specifically set forth in that certain  
Term Sheet from Loan Administrator to the Guarantors, a copy of which is attached hereto as  
Exhibit C and made a part hereof (the "Term Sheet").

R.3. Each of the Participants agrees to participate in the Loan upon the terms and  
conditions set forth herein. The Participants have executed this Agreement for the purpose of  
setting forth their respective participation in the Loan and establishing the terms and  
conditions and obligations of each party with respect thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set  
forth, and intending to be legally bound hereby, the parties hereby covenant and agree as follows:

**Section 1. Purchase and Repayment of Investment Loan.** Participants agree to purchase an undivided interest in the Loan, in the percentage and at the time and cost from opposite the name on Exhibit A hereto (hereinafter the "Participation Interest").

**Section 2. Form of Documents.**

(a) The Loan will be evidenced and secured by the following documents to be prepared by Loan Administrator: (i) a Promissory Note (the "Note") made by the Borrower in the original principal amount of Three Hundred and Twenty-Five Thousand and No. 100 Dollars (\$325,000) and payable to the order of Loan Administrator, Nominees, and Participants, dated of December 1<sup>st</sup>, 2010, signed and countersigned by the Borrower, the Nominee, the Loan Administrator, Nominees, and Participants, and witnessed among the Loan Administrator, Participants and the Borrower; (ii) a Deed of Trust in favor of Participants, securing the Property, and the an Unconditional Assignment Agreement jointly and severally made Counterparts for the benefit of the Loan Administrator, Nominees, the Participants, the Note, the Deed of Trust, the Security and all other documents here or hereafter executed by Borrower in connection with the Loan, collectively referred to as the "Loan Documents").

(b) The Participants hereby acknowledge and agree that the "Lender" or "Beneficiary" designated in the Loan Document shall be the Loan Administrator serving as "Nominee" for the Participants. The Participants further acknowledge that such designation is solely for convenience purposes and is in no way intended to reduce the Participants' equitable interest and rights in and to the Loan.

**Section 3.** No Recourse Against One Another. Each Participant has, and has heretofore, investigated and made such other due diligence inquiries concerning the Property, and such other matters as they may demand prudent and necessary under the circumstances. Notwithstanding such inquiry, because of the cyclical nature of the real estate industry and numerous other factors beyond the control of the Participants, neither the Loan Administrator nor any of the Participants (or, as applicable, any of their respective trustees, officers, directors, employees, stockholders, members or agents) assumes any responsibility (i) with respect to the legality, sufficiency, enforceability or collectability of the Loan or any document relating thereto or of any collateral held as security therefore, and (ii) for the financial condition of Borrower, Guarantors, or the security value of any collateral for the Loan, or for the performance of any obligations of Borrower, Guarantors or of any other party or participant in the Loan, it being understood and agreed that the purchase of each Participant's interest shall be a purchase by any single Participant, the Loan Administrator and/or their respective trustees, officers, managers, members or agents, and vice versa. The Participants shall share the risks associated with holding the Loan in accordance with their respective Proportionate Interest.

**Section 4. Possession of Loan Documents and Other Information.**

(a) **Possession of Loan Documents.** Loan Administrator shall hold the original

Loan Documents in trust for the benefit of all of the Participants.

The copies of the Loan Documents and Other Materials Relating to the Loan, Loan Administrator shall make available to the Participants upon request, copies of the Loan Documents, title information for the Property and other underwriting and due diligence

information relating to the Loan Note underlying the underlying, personal financial information of  
Guarantors shall remain confidential and shall NOT be provided to the Participants.

### Section 3 Funding, Administration and Servicing of the Loan

(a) Disbursement of the Loan. Each Participant agrees to immediately purchase for cash his/her/its Participation Interest within ten (10) days after written request from Loan Administrator. The Participants acknowledge and agree that their respective Participation Interest in the Loan may be held in a non-interest bearing account until the Participant actually uses his/her/its interests of this Participation Agreement and the funding of their Participation Interest.

pursuant to Loan Administrator's instructions, each Participant hereby instructs the release the funds to the Borrower upon the closing of the Loan.

#### (b) Loan Administration, Payments to Loan Administrator, Option Granted to Loan Administrator

(1) The Loan Administrator shall administer and service the Loan in accordance with the ordinary and customary practices employed in the administration of loans. Notwithstanding the foregoing, any decision which (i) waives any conditions of and/or defers payment or agreement relating to the Loan, (ii) releases all or any portion of any security for the performance of any of Borrower's obligations under the Loan Documents, the repayment of the Loan, or the repayment of any interest in connection with the Loan, (iii) extends the time in the Note beyond the maturity date for any explicit references thereto provided in the Loan Documents, or otherwise materially modify or amend any of the Loan Documents, and/or (iv) upon the occurrence of a default under any of the other Loan Documents, takes any action and pursue any available remedies, shall be made by the Participants holding a majority of the Participation Interests.

(2) In consideration for originating, underwriting, and administering the Loan, Loan Administrator shall be entitled to receive from payments made under the Loan Documents the difference between the borrower rate paid and the rate paid to the investor (1% 25%).

(3) Each Participant hereby irrevocably and unconditionally grants to Loan Administrator the option to purchase each Participant's Participation Interest for a purchase price equal to the full amount owed to the Participant under the Loan Documents and this Agreement. In furtherance thereof, if Loan Administrator exercises the option granted pursuant to the preceding sentence, Loan Administrator shall render to a Participant all amounts owing to such Participant under the Loan Documents and this Agreement, and the Participant shall fully execute and deliver to Loan Administrator such documents as may be reasonably required to memorialize the assignment, transfer and sale of the Participant's Participation Interest in the Loan Administrator.

(4) Capitalization of Royalty. In the event that the Participants hold a participation interest in the Property as either its future income or an equity interest therein, it is agreed that such participation shall be in the name of the Participants, as limited partners and that the respective proportionate interests of the Participants shall apply to the ownership thereof, each party being deemed to have an undivided interest therein, and, except as provided in Sections 6 and 7 below, all gains and losses resulting from the sale thereof and all other sums received or costs reasonably incurred by any party in connection with the partnership, operation,

and maintenance of the Property shall be shared ratably in accordance with the Participants' participation interest. During the period of any ownership by the Participants, the Participants shall be jointly responsible for the management, completion or construction, as required, maintenance, repair or improvement of the Property, and shall be entitled to manage, mortgage, and dispose of the Property on such terms as the Participants determine, a majority of the Participants' interests being appropriate (including, without limitation, receiving reimbursement for expenses incurred in doing so and recovering from the Lender during such time).

(ii) **Sharing of Costs.** In the event any costs and expenses are incurred by the Participants in the administration of the Loan and/or the exercise of their rights and remedies under the Loan Documents, then the Participants shall, on a pro rata basis, timely provide such additional amounts which is reasonably determined by the Loan Administrator to be necessary in order to fund the administration of the Loan and/or the exercise of rights and remedies under the Loan Documents.

(iv) **Tax Reporting/Tax Withholding.** In furtherance of the provisions of this Section 3, Loan Administrator shall issue to the Participants such tax reports (including, without limitation, W-9s) as it deems necessary or appropriate to reflect taxable income earned by the Participants in connection with the Loan. Additionally, each Participant hereby authorizes Loan Administrator to withhold from amounts payable to Participant in connection with the Loan such federal, state and local taxes as Loan Administrator may require, as appropriate or necessary to administer the Section 3, such Participant hereby agreeing to bear the consequences that the Participants' interest could become "subject to garnishment, seizure, garnishee, and/or similar judgments" for failure to comply therewith.

**Section 6. Names and Property Received.** Except as set forth in Section 5(b)(2), the Participants will participate proportionately and ratably, without priority, in all payments of principal and/or interest received in account of or in connection with the Loan.

**Section 7. Shares of Losses/Deficient Payments.** In accordance with the provisions of Sections 3 and 6 above, any losses incurred in connection with the Loan be shared ratably in accordance with the Participants' respective Participation interests.

**Section 8. Nature of Relationship; Representations and Warranties of Participants.** No partnership or other fiduciary relationship is intended to be created by this Agreement. Furthermore, each Participant hereby expressly represents and warrants acknowledge that such Participant is not purchasing a participation in the nature of any security and does not regard this transaction as the purchase of a security and each Participant has not, except to the extent hereinafter set forth, relied on any representation of the other Participants in purchasing a participation interest in the Loan. Each Participant further expressly represents and warrants that (i) an investment in the Loan involves significant risks, (ii) except as provided in Sections 5(b)(3) and 11, each Participant is not required to recognize any attempted assignment or other transfer of another Participant's interest in the Loan, (iii) each Participant's interest in the Loan is being purchased for the Participant's own account, the Participant and not for the account of any other person and not with a view to or for sale, and such Participant is a United States resident for purposes of U.S. currency taxation, (iv) each Participant is the intent and actual ultimate end user and consumer identification number and not further, (v) the primary purpose for entering into this Agreement is such that the Participant is unlikely to forward or accomplish funds received or dispersed to any participant or the Participants' interest in the Loan to anyone else without its consent, and

understanding, need or indispensability, and the Participant can afford a complete risk of such investment; and (b) each Participant is knowledgeable of financial transactions of this type and has received all information and data that the Party (party) has requested and needs to assess the risk of the investment; and (c) the availability of accounting principles to determine fair value.

**Section 11. Waiver of Liability for Non-Participation in Any Transaction.** In the event that the Lender, the Lessor or any other party to the transaction fails to participate in any transaction contemplated hereby,

**Section 12. Notices.** All notices, demands, requests or other communications which may be or are required to be given, served or sent by any party to the other shall be in writing and shall be sent by first class registered or United States certified mail to the parties hereto at their respective addresses set forth herein, or to such other place or places as any of the parties hereto may designate for themselves from time to time. Additionally, notices sent by email transmission to the email addresses set forth below shall be deemed proper notice so long as the sender provides a written evidence of delivery.

**Section 13. Subdelegates and Assignees.** This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided, however, that Participant may not assign, sell or transfer all or any portion of its participation interest without the prior written unanimous consent of the Loan Administration, which consent shall not be unreasonably withheld.

**Section 14. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile transmission of the signature page shall constitute valid execution of this Agreement.

**Section 15. Renewal.** Within the stated date has been paid in full by the Investor, the Investor has the option to renew the investment by giving the Company a notice prior to the Suffle Date for a maximum term of 2 years.

**Section 16. Miscellaneous.** This Agreement contains the entire agreement between the parties hereto and cannot be modified, save by any of its provisions be unenforceable by mutual agreement executed by all of the parties hereto. The validity and construction of this Participation Agreement and all matters pertaining thereto are to be determined in accordance with the laws of the District of Columbia (without regard to its conflict of law principles), notwithstanding the fact that it may have been executed elsewhere.

IN WITNESS WHEREOF, this Loan Participation Agreement is made effective as of the day and year first above written.

**LOAN ADMINISTRATION:**

FutureGen Capital  
Signature  
A FutureGen Company

By:   
Daniel J. Schmidt President

**PARTICIPANT(S):**

Incorporated by separate Corporation and  
Pages attached hereto and made a part hereof

By:

undertaking, need or indebtedness, and the Participant can afford a complete loss of such investment, and (vii) each Participant is knowledgeable of financial transactions of this type and has received all information and data that the Participant has requested and considers necessary to reach an informed decision as to the advisability of acquiring an interest in the Loan.

**Section 9. Waiver of Trial by Jury. EACH PARTICIPANT WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY**

Section 10. Notices. All notices, demands, requests or other communications which may be or are required to be given, served or sent by any party to the other shall be in writing and shall be sent by first class registered or United States certified mail to the parties hereto at their respective addresses set forth herein, or to such other place or places as any of the parties hereto may designate for themselves from time to time. Additionally, notices sent by email transmission at the email addresses set forth below shall be deemed proper notice as long as the sender provides reasonable evidence of delivery.

Section 11. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided, however, that Participant may not assign, sell or transfer all or any portion of a Participation Interest without the prior written unanimous consent of the Loan Administrator, which consent shall not be unreasonably withheld.

Section 12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile transmission of the signature page shall constitute valid execution of this Agreement.

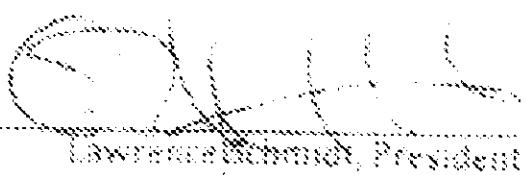
Section 13. Renewal. When the stated note has been paid in full by the borrower, the investor has the option to renew the investment by assigning ownership in a new project at the same rate for a maximum term of 3 years.

Section 14. Miscellaneous. This Agreement contains the entire agreement between the parties hereto and cannot be modified, nor may any of its provisions be amended except by written agreement executed by all of the parties hereto. The validity and construction of this Participation Agreement and all matters pertaining thereto are to be determined in accordance with the laws of the District of Columbia, without regard to its conflict of law principles, notwithstanding the fact that it may have been executed elsewhere.

IN WITNESS WHEREOF, this First Participation Agreement is made effective as of the day and year first above written.

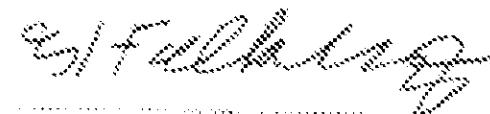
LOAN ADMINISTRATOR:

FutureGen Capital  
Signature  
A FutureGen Company

By:   
Lawrence Schmidt, President

PARTICIPANT(S):

Execution by separate Certification and  
Pages attached hereto and made a part hereof

By:   
S.H. Fullbright

## LOAN PARTICIPATION AGREEMENT

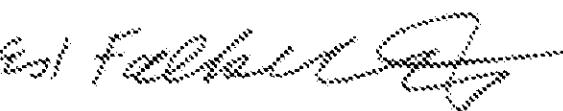
### Certification and Signature Page of Participants

The undersigned Participant hereby acknowledges and agrees that the undersigned has read the foregoing Loan Participation Agreement relating to a \$125,000 private loan secured by certain real property in Las Vegas, NV and, by executing this Certification and Signature Page, consents to and agrees to be bound by the terms of the foregoing Loan Participation Agreement. The execution of this Certification and Signature Page by the undersigned shall constitute the due and proper execution of the Loan Participation Agreement by the undersigned Participant.

IN WITNESS WHEREOF, the undersigned has duly executed this Certification and Signature Page under seal effective as of March 14th, 2014.

#### PARTICIPANT:

Legal Name of Participant: PEG Retirement Trust

(Signature)  [SEAL]

Print Name and Title (if applicable): Ed Falkowitz, Trustee

Participation Amount \$43,000.00

Rate: 13.00%

Duration: Approximately 24 months, subject to project extension. Investor has option to renew into next project at same rate.

Address: 8037 North Park Street, Duran Loring, NV 89127

Email: edfalkowitz@verizon.net

SSN or EIN: 23-3828883

Interest Paid: Monthly

## LOAN PARTICIPATION AGREEMENT

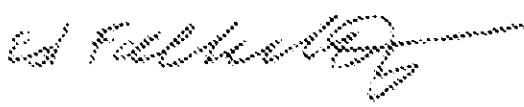
### Certification and Signature Page of Participants

The undersigned Participant hereby acknowledges and agrees that the undersigned has read the foregoing Loan Participation Agreement relating to a \$225,000 private loan secured by certain real property in Las Vegas, NV, and, by executing this Certification and Signature Page, consents to and agrees to be bound by the terms of the foregoing Loan Participation Agreement. The execution of this Certification and Signature Page by the undersigned shall constitute the due and proper execution of the Loan Participation Agreement by the undersigned Participant.

IN WITNESS WHEREOF, the undersigned has duly executed this Certification and Signature Page under seal effective as of March 14th, 2014.

#### PARTICIPANT

Legal Name of Participant: Ed Falkenby

Signature:   
[Signature]

[Seal]

Print Name and Nickname (if applicable): Ed Falkenby

Participation Amount: \$197,000, of which \$135,000 is a net carry amount

Rate: 13.00%

Duration: Approximately 36 months, subject to project extension. Investor has option to renew up to new project at same rate.

Address: 8637 North Park Street, Duran Loring, NV 89127

Email: edfalkenby@verizon.net

SSN or EIN:

Interest Paid: Monthly

EXHIBIT 8

Participants and the Participating Interests

| Account Number   | Amount              |
|------------------|---------------------|
| 94-000001        | \$131,000.00        |
| 94-000002 (part) | \$ 42,000.00        |
| 94-000003        | \$115,000.00        |
| <b>TOTAL</b>     | <b>\$328,000.00</b> |

SEARCHED

SEARCHED INDEXED

Parcel ID:  
149-05-111-008  
128-16-317-008  
129-30-418-008  
176-10-511-107

Proprietary Address

2430 Kestrel Ranch, Las Vegas, NV 89131  
7817 Apple Cedar St, Las Vegas, NV 89131  
48 Pangloss, St. Henderson, NV 89012  
7300 Las Vegas, NV 89131

EXHIBIT

Loan Sheet

|                                    |                                                     |
|------------------------------------|-----------------------------------------------------|
| Loan Amount:                       | \$325,000                                           |
| Loan Term:                         | Two Years                                           |
| Lender Origination Fee:            | 4%                                                  |
| Lender Exit Fee:                   | None                                                |
| Loan Extension Fee:<br>(per Month) | One Month extension fee of 1%, up to 7 months       |
| Processing Fee:                    | \$1500 (paid at closing)                            |
| Inspection Fee (pre-closing):      | Paid                                                |
| Inspection Fee (post-closing):     | None                                                |
| Legal Fee:                         | \$750 paid to FCC's attorney at closing (estimated) |
| Broker Origination Fee:            | None                                                |
| Borrower<br>Company:               | RDC SFR Holdings LLC (A Nevada Limited Liability    |
| Closing Date:                      | 11-19-18                                            |

1 IAFD  
2 LEE A. DRIZIN, ESQ.  
3 Nevada Bar No. 4971  
4 LESTER A. BERMAN, ESQ.  
5 Nevada Bar No. 0149  
6 LEE A. DRIZIN, CHTD.  
7 2460 Professional Court, Suite 110  
8 Las Vegas, NV 89128  
9 [lee@leedrizin.com](mailto:lee@leedrizin.com)  
10 [lesberman@leedrizin.com](mailto:lesberman@leedrizin.com)  
11 (702) 798-4955; Fax: (702) 798-5955

12 Attorneys for Plaintiffs

13 DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 ED FALKOWITZ, individually and as  
16 TRUSTEE OF THE TGF RETIREMENT  
17 TRUST.

18 Case No: \_\_\_\_\_

Dept. No: \_\_\_\_\_

19 Plaintiff,

20 vs.

21 FUTUREGEN COMPANY, d/b/a  
22 FUTUREGEN CAPITAL, a Delaware  
23 Corporation, FGC SFR HOLDINGS, LLC,  
24 a Nevada Limited Liability Company.  
TRIUMPH MANAGEMENT  
CORPORATION, a Nevada Corporation,  
LAWRENCE P. SCHMIDT, DOES I  
through V and ROE CORPORATIONS I  
through V.

25 Defendants.

26 **INITIAL APPEARANCE FEE DISCLOSURE**

27 Pursuant to NRS Chapter 10, as amended by Senate Bill 106, filing fees are  
28 submitted for parties appearing in the above entitled action as indicated below:

|                         |          |
|-------------------------|----------|
| 29 Ed Falkowitz         | \$270.00 |
| 30 TGF Retirement Trust | \$130.00 |
| 31 / / /                |          |
| 32 / / /                |          |

TOTAL REMITTED

\$300.00

DATED this 25 day of May, 2014.

LEE A. DRIZIN, CHTD.

By:   
LESTER A. BERMAN, ESQ.  
Nevada Bar No. 0149  
LEE A. DRIZIN, ESQ.  
Nevada Bar No. 4971  
LEE A. DRIZIN, CHTD.  
2480 Professional Court, Suite 110  
Las Vegas, NV 89128  
(702) 798-4955  
Attorneys for Plaintiffs

**EXHIBIT #7**  
**LIS PENDENS**

# LIS PENDENS

| FUTUREGEN        |                                                                                                                                                                                               |                  |                            |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------|
| Modify Date:     | 8/10/2014                                                                                                                                                                                     |                  |                            |
| Record Date:     | 8/9/2014 3:17 PM                                                                                                                                                                              |                  |                            |
| Number of Pages: | 3                                                                                                                                                                                             |                  |                            |
| Book Type:       | OR                                                                                                                                                                                            |                  |                            |
| Document Type:   | LIS/P LIS PENDENS<br>FUTUREGEN COMPANY<br>FUTUREGEN CAPITAL<br>FOOC SFR HOLDINGS LLC<br>TRIUMPH MANAGEMENT CORPORATION<br>SCHMIDT, LAWRENCE P<br>FALKOWITZ, ED SE<br>TOP RETIREMENT TRUST THE | FALKOWITZ, ED SE | 20140808000238 LIS PENDENS |
| 1st Party        |                                                                                                                                                                                               |                  | 8/9/2014 3:17:36 PM        |
| 2nd Party        |                                                                                                                                                                                               |                  | 8/16:002                   |
| Parcel #:        | 178-084-18-002                                                                                                                                                                                |                  |                            |
| COMPANY          |                                                                                                                                                                                               |                  |                            |

1 EXHIBIT #8  
2 PARCEL OWNERSHIP HISTORY  
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4  
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**Assessor****Michele W. Shafe, Assessor****PARCEL OWNERSHIP HISTORY**
[Assessor Map](#) | [Address Search](#) | [Commercial Search](#) | [Business Properties](#) | [Show Map](#)
**ASSESSOR DESCRIPTION**

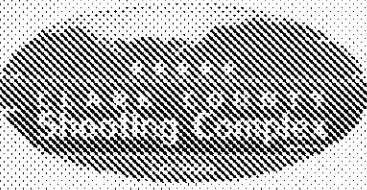
PALM HILLS PHASE 3-UNIT 7 PLAT BOOK 185 PAGE 31 LOT 58 BLOCK 3

| CURRENT PARCEL NO. | CURRENT OWNER              | % | RECORDED DOCUMENT NO. | RECORDED DATE | VESTING | TAX DIST | EST SIZE | COMMENTS |
|--------------------|----------------------------|---|-----------------------|---------------|---------|----------|----------|----------|
| 179-30-418-002     | F G C S F R HOLDINGS L L C |   | 20030225-000002       | 11/30/2013    | NS      | 305      | 42 AC    |          |

| PARCEL NO.     | PRIOR OWNER(S)               | % | RECORDED DOCUMENT NO. | RECORDED DATE | VESTING | TAX DIST | EST SIZE       | COMMENTS          |
|----------------|------------------------------|---|-----------------------|---------------|---------|----------|----------------|-------------------|
| 179-30-418-002 | ABIG FAMILY TRUST AGREEMENT  |   | 20030225-000002       | 10/27/2003    | NS      | 305      | SUBDIVIDED LOT |                   |
| 179-30-418-002 | RON AVRAM & ELIZABETH TBS    |   | 20030225-000002       | 08/13/2003    | ST      | 305      | SUBDIVIDED LOT |                   |
| 179-30-418-002 | RON AVRAM & ELIZABETH        |   | 20030225-000002       | 08/13/2003    | ST      | 305      | SUBDIVIDED LOT |                   |
| 179-30-418-002 | TAYLOR ALYS DEAN & JANET SUE |   | 20030225-000002       | 07/30/2001    | ST      | 305      | SUBDIVIDED LOT |                   |
| 179-30-418-002 | DESERT COMMUNITIES INC       |   | 19990809-00279        | 08/09/1999    | NS      | 305      | SUBDIVIDED LOT |                   |
| 179-30-401-018 | DESERT COMMUNITIES INC       |   | 19990809-00279        | 08/09/1999    | NS      | 305      | 18.88 AC       |                   |
| 179-30-301-014 | DESERT COMMUNITIES INC       |   | 19990809-00279        | 08/09/1999    | NS      | 305      | 33.38 AC       |                   |
| 179-30-301-013 | DESERT COMMUNITIES INC       |   | 19990809-00279        | 08/09/1999    | NS      | 305      | 87.38 AC       | SP 179-30-301-001 |

Note: Only documents from September 15, 1999 through present are available for viewing.

NOTE: THIS RECORD IS FOR ASSESSMENT USE ONLY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON.


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