

GORDON SILVER  
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MARGARET W. LAMBROSE  
Nevada Bar No. 11626  
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3960 Howard Hughes Pkwy., 9th Floor  
Las Vegas, Nevada 89169  
Tel: (702) 796-5555  
Fax: (702) 369-2666  
Attorneys for FREDRICK RIZZOLO aka RICK RIZZOLO; THE  
RICK AND LISA RIZZOLO FAMILY TRUST; THE RICK J.  
RIZZOLO SEPARATE PROPERTY TRUST; and THE RJR TRUST

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

KIRK and AMY HENRY

Plaintiffs,

vs.

FREDRICK RIZZOLO aka RICK RIZZOLO, an  
individual; LISA RIZZOLO, individually and as  
trustee of The Lisa M. Rizzolo Separate Property  
Trust and as successor trustee of The Rick J.  
Rizzolo Separate Property Trust; THE RICK  
AND LISA RIZZOLO FAMILY TRUST; THE  
RICK J. RIZZOLO SEPARATE PROPERTY  
TRUST; THE LISA M. RIZZOLO SEPARATE  
PROPERTY TRUST; THE RJR TRUST; and  
THE LMR TRUST,

Defendants.

LISA RIZZOLO,

Crossclaimant,

vs.

FREDRICK RIZZOLO aka RICK RIZZOLO,  
individually and as trustee of The Rick J. Rizzolo  
Separate Property Trust; RICK J. RIZZOLO  
SEPARATE PROPERTY TRUST, and THE  
RLR TRUST,

Counterdefendants.

CASE NO. 2:08-CV-635-PMP-GWF

**OPPOSITION TO PLAINTIFF KIRK  
HENRY'S MOTION FOR PRELIMINARY  
INJUNCTION**

## I

**INTRODUCTION AND RELEVANT FACT**

At the outset it must be noted that the Henrys discuss Kirk Henry's "brutal beating" as if it were Mr. Rizzolo who injured Mr. Henry. So that the record is clear, Mr. Rizzolo was never charged with any state or federal offense related to the injury that Mr. Henry sustained while a patron at the Crazy Horse Too. Thus, to imply that this "brutal beating" was somehow at the hands of Mr. Rizzolo is a complete mischaracterization. See Motion for Injunctive Relief Against the Disposition or Transfer of Assets p. 2; (#519).

Additionally, the Henrys make a point of stating that to date "[they] have received approximately \$4,000.00 in restitution from [Mr. Rizzolo]." Id. Again the Henrys fail to acknowledge two key facts: (1) Mr. Rizzolo was not ordered to being making restitution payments until approximately September 2010 and since that time Mr. Rizzolo has done so unfaithfully; (2) as part of a civil action in state court, the Henrys and Mr. Rizzolo entered into a settlement agreement in 2006; pursuant to that binding settlement, the Henrys received one million dollars at the time the agreement was executed and they are to receive the other nine million dollars "upon the sale of the Crazy Horse Too." See Settlement Agreement Dated August 2006 attached hereto as "Exhibit 1." Thus, from the time this Court required Mr. Rizzolo to make restitution payments, he has done so. Also, under the terms of the settlement agreement, Mr. Rizzolo is in fact not even required to pay the Henrys the other nine million dollars until the sale of the Club. It is important that this Court is left with a proper understanding as to the underlying history because Mr. Rizzolo has been vilified for too long.

Finally, the Henrys state that the "Plaintiffs exposed a series of financial transactions arising out of Rick Rizzolo's sale of property in Philadelphia, Pennsylvania." Id. However, it was in fact current counsel for Mr. Rizzolo who disclosed the documents surrounding the Philadelphia transaction to the Henrys. See Rick Rizzolo's Supplemental Response to Plaintiff Kirk Henrys Request For Production attached hereto as "Exhibit 2."

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//

**II****ARGUMENT****An Injunction is Unnecessary as Mr. Rizzolo Agrees That the Money Being Held For the Benefit of Lion's Limited Will Not be Distributed to Mr. Rizzolo.**

As this Court is well aware, Lion's Limited was to receive funds from the sale of TEZ real estate. Mr. Rizzolo has no quarrel with the fact that the money currently held in an account for the benefit of Lion's Limited should not be distributed to Mr. Rizzolo. An injunction is unnecessary as Mr. Rizzolo has already acknowledged that the money due and owing to Lion's Limited should not be distributed to Mr. Rizzolo and that it should be used to pay the obligations imposed on him pursuant to the plea agreement. Therefore, the Henrys cannot show that they will suffer an irreparable harm if a preliminary injunction is not imposed. See California Pharmacists Ass'n v. Maxwell-Jolly, 563 F.3d 847, 849 (9th Cir. 2009) (Plaintiff must show that they are likely to suffer irreparable harm in the absence of preliminary relief).

In October 2010, it was counsel for Mr. Rizzolo who requested that the proceeds from the sale of the TEZ real estate be kept in a separate account that Mr. Rizzolo could not access until the proper distribution of the money was determined. See Email to Stuart Cohen from Dominic Gentile Dated November 3, 2010 attached hereto as "Exhibit 3." Thus, it is Mr. Rizzolo's position that the funds should remain in this account until such a time that this Court determines whether the money will be used to satisfy Mr. Rizzolo's tax obligation or his restitution obligation.

To date, Mr. Rizzolo owes the IRS \$1,344,878.78 for 2006 Form 1040 taxes. In May 2011, the IRS began garnishing Mr. Rizzolo's wages. See Notice of Garnishment attached hereto as "Exhibit 4." Because of the rippling effect of the garnishment, it is paramount that Mr. Rizzolo's first priority is reaching an offer in compromise with the IRS so that the IRS levy is discharged and Mr. Rizzolo is able to resume earning an income. From the time the IRS began garnishing Mr. Rizzolo's wages, he has been unable to make the restitution payments to the Henrys and he has had to borrow money from his son in order to do so. However, Rick will not

1 be able to continue to borrow money from his son. He needs to continue to work in order to  
2 make the restitution payments; however, as long as the IRS continues to garnish Mr. Rizzolo's  
3 wages it will be impossible for him to satisfy his restitution obligations.

4 On June 10, 2011, Counsel for Mr. Rizzolo sent a letter to Mr. Christensen requesting  
5 permission for Mr. Rizzolo to begin negotiating an offer and compromise with the IRS. See  
6 Letter from Dominic Gentile to Eric Christensen dated June 10, 2011 attached hereto as "Exhibit  
7 5." To date, Mr. Rizzolo has not received notification as to whether he will be permitted to  
8 negotiate with the IRS. Until such a time, Mr. Rizzolo's hands are tied. Therefore, the Henrys'  
9 request for an injunction should be denied as it has not yet been determined whether the Lion's  
10 Limited funds should be distributed to the IRS.

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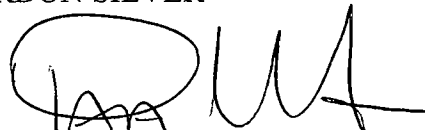
III

CONCLUSION

For these is reasons, it is respectfully requested that this Court does not order an injunction as entering an injunction would do nothing except frustrate the ability to move forward with resolving Mr. Rizzolo's IRS obligations which would in turn prevent him satisfying his monthly restitution requirement.

Dated this 22nd day of June, 2011.

GORDON SILVER



DOMINIC P. GENTILE

Nevada Bar No. 1923

PAOLA M. ARMENI

Nevada Bar No. 8357

MARGARET W. LAMBROSE

Nevada Bar No. 11626

3960 Howard Hughes Pkwy., 9th Floor  
Las Vegas, Nevada 89169

Attorneys for FREDRICK RIZZOLO aka RICK  
RIZZOLO; THE RICK AND LISA RIZZOLO  
FAMILY TRUST; THE RICK J. RIZZOLO  
SEPARATE PROPERTY TRUST; and THE  
RJR TRUST

EXHIBIT “1”

**RELEASE OF ALL CLAIMS AND AGREEMENT TO INDEMNIFY**

**FOR AND IN CONSIDERATION OF THE ISSUANCE OF A DRAFT**

For the total sum of TEN-MILLION DOLLARS (\$10,000,000.00), ONE-MILLION DOLLAR (\$1,000,000.00) of which will be deposited forthwith into the Henry Qualified Settlement Fund and, with the agreement between the parties that an additional NINE-MILLION DOLLARS (\$9,000,000.00) will be paid to the Henry Qualified Settlement Fund, due and owing upon the closing of the sale of THE POWER COMPANY, INC., dba CRAZY HORSE TOO GENTLEMEN'S CLUB, consistent with the terms of those certain guilty plea agreements made between THE POWER COMPANY, INC, FREDERICK RIZZOLO, and THE UNITED STATES OF AMERICA; Although it is anticipated that the NINE-MILLION DOLLARS (\$9,000,000.00) will be paid from the proceeds of the sale, the obligation to make said payment upon the closing is not contingent upon the realization of net proceeds from the sale sufficient to make the NINE-MILLION DOLLARS (\$9,000,000.00) payment.

KIRK & AMY HENRY, upon payment of the aggregate amount of TEN MILLION DOLLARS (\$10,000,000) to the Henry Qualified Settlement Fund, do hereby forever fully release, acquit and discharge THE POWER COMPANY, INC. dba CRAZY HORSE TOO GENTLEMEN'S CLUB, FREDERICK RIZZOLO and their reinsurers, subsidiaries, agents, employees, attorneys, assigns, and all other persons, firms, associations and corporations interested and concerned, of and from all known and unknown claims, actions, causes of action and suits for damages, at law and in equity, filed or otherwise, including without limitation personal injury; uninsured/underinsured claims; loss of compensation, profits, interest, use, consortium, services, society, contribution and support; loss or diminishment of ability, capacity, function, earning potential or capacity, or estate, and associated costs and expenses which they now have or may hereafter acquire by reason of any loss of or damage to any property, property right, injury to their person, or the death of their person as a result of that certain accident, casualty, incident or event that occurred on or about the 20th day of September, 2001, in Clark County, Nevada, which was the basis of Case No. A440740 in District Court, Clark County, Nevada.

**IT IS UNDERSTOOD AND AGREED, AND MADE A PART HEREOF: .**

That the issuance of said draft is not, nor is it to be construed as, an admission of liability on the part of any releasee, but is in compromise, settlement, accord and satisfaction, and discharge of loss, damages, claims, actions, causes of action, suits and liability which are each and all uncertain, doubtful and disputed;

That this Release extends, applies to, coheres and includes all unknown, unforeseen, anticipated and unsuspected injuries, damages, loss and liability, and the consequences hereof, as well as those now alleged, disclosed and known to exist;

That the "Henry Qualified Settlement Fund" shall mean the Qualified Settlement Fund to be established by the Court and Trustee for the purpose of receiving and distributing the funds to be paid by Defendants The Power Company, Inc. and Frederick "Rick" Rizzolo as provided by

his Agreement. Defendants shall have no financial obligation to the Settlement Fund other than to make payment as explicitly set forth above;

That the Trustee of the Settlement Fund shall take all necessary steps to ensure that the Settlement Fund that is to receive the payments to be made by Defendants is established and maintained as a Qualified Settlement Fund in accordance with Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. The Qualified Settlement Fund will provide claimants with lump sum settlements and/or periodic payment settlements. If periodic payment settlements are provided then the obligation to make the periodic payments shall be assigned to a qualified assignee in accordance with Sections 104(a)(2) and 130(c) of the Internal Revenue Code of 1986, as amended. The proceeds of an periodic payments shall represent damages on account of personal injuries or sickness within the meaning of the above referenced provisions of the Internal Revenue Code of 1986, as amended;

That this Release, in conjunction with those certain guilty plea agreements made between The Power Company, Frederick Rizzolo, and the United States, is the entire, complete, sole and only understanding and agreement of, by, and between or among the undersigned and releasees pertaining to and concerning the subject matter and things expressed herein. Other than Defendants' obligation to pay the remaining settlement balance of NINE MILLION DOLLARS (\$9,000,000), there are no independent, collateral, different, additional or other understandings or agreements, oral or written, or obligations to be performed, things to be done, or payments to be made; and, further, no promise, inducement or consideration other than the issuance of said draft has been made or agreed upon by or on behalf of releasees, or any of them; and

That each releasee shall be held harmless of and from and indemnified for and against all losses, damages, costs and expenses, including reasonable attorney's fees, and all other sums which each releasee may hereafter incur, pay, be required or become obligated to pay on account of any and every further, additional or other demand, claim or suit by or on behalf of KIRK AND AMY HENRY, for any loss of or damage to any property or property right, injuries or the death of any person as provided in this Release, or for any contest or attempt to modify, change, reform, break, set aside, nullify, cancel or negate this Release, or any part or provision of this Release, for any reason whatsoever. The indemnification provisions of this paragraph shall not apply to (i) any efforts by Kirk and Amy Henry to enforce the terms of this agreement should it become necessary to do so.

That KIRK AND AMY HENRY, hereby accept responsibility for and agree to pay, compromise or discharge by court order, from the consideration for this Release, any lien or subrogation right which may be enforceable under the laws of the State of Nevada, or any other State, or any federal law. KIRK AND AMY HENRY further agree to accept responsibility for and agree to pay, compromise or discharge by court order, from the consideration of this release, any trustee or counsel compensation for administration of the Qualified Settlement Fund, and any outstanding expense for past or future medical or hospitalization costs which arises as a result of treatment rendered arising from the acts complained of in this case and further, any common law lien or subrogation right, including any assignment of such right whatsoever related to the incident described above.

BY SIGNING THIS RELEASE KIRK AND AMY HENRY DO HEREBY ACKNOWLEDGE AND

WARRANT.

That this Release was read carefully in its entirety by them, with the assistance of their counsel, and was and is understood and known to be a full and final compromise, settlement, release, accord and satisfaction, and discharge of all claims, actions and causes of action, suits and liability, as above stated; That neither Frederick Rizzolo, nor The Power Company Inc. nor their counsel have warranted, advised, or counseled Kirk & Amy Henry on the use of Qualified Settlement Fund, and have made no representations or warranties regarding said vehicle, or the appropriateness of its use herein. That Kirk & Amy Henry have relied solely upon their legal counsel and advisers in deciding to utilize a Qualified Settlement Fund, and should said vehicle fail to achieve the expected or anticipated goals of Kirk & Amy Henry, then there shall be no further obligation of the releasees pursuant to this agreement, and each releasee shall be held harmless of and from and indemnified for and against all losses, damages, costs and expenses, including reasonable attorney's fees, and all other sums which each releasee may hereafter incur, pay, be required or become obligated to pay on account of any and every further, additional or other demand, claim or suit by or on behalf of the Trustee KIRK AND AMY HENRY or their respective advisers and representatives.

That this Release was signed and executed voluntarily and without reliance upon any statement or representation of or by any releasee, or any representative, agent, or adviser of same, concerning the nature, degree and extent of said damages, loss, or legal liability therefor;

That this Release, in conjunction with those certain guilty plea agreements made between The Power Company, Frederick Rizzolo, and the United States, contains the entire agreement of and between or among all of the parties mentioned herein;

That all of the terms and provisions of this Release are contractual, not a mere recital; and

That KIRK AND AMY HENRY are of legal age and capacity, and are competent to sign and execute this Release, and accepts full responsibility therefor.

READ AND SIGNED THIS 26 day of July, 2006 at Arnold's Park, Iowa.

Kirk Henry

KIRK HENRY

Amy Henry

AMY HENRY

STATE OF IOWA )

) ss:

COUNTY OF DICKINSON )

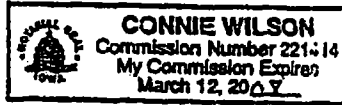
On this 26<sup>th</sup> day of July, 2006 before me appeared KIRK HENRY, who personally known and who acknowledged the execution of the foregoing instrument as his free act and deed, to

the consideration set forth therein.

Connie Wilson

NOTARY PUBLIC

STATE OF IOWA )



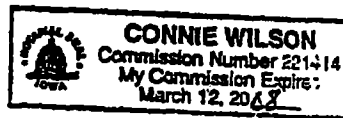
) ss:

COUNTY OF DICKINSON )

On this 26<sup>th</sup> day of , 2006 before me appeared AMY HENRY, who personally known and who acknowledged the execution of the foregoing instrument as her free act and deed, for the consideration set forth therein.

Connie Wilson

NOTARY PUBLIC



APPROVED AS TO FORM AND CONTENT this 28<sup>th</sup> day of July, 2006.

CAMPBELL & WILLIAMS

By 

Donald J. Campbell, Esq., #1216  
700 South Seventh Street  
Las Vegas, Nevada 89101  
Attorneys for Plaintiff Kirk Henry

HUNTERTON & ASSOCIATES

By 

C. Stanley Hunterton, Esq. #1891  
333 South Sixth Street  
Las Vegas, Nevada 89101  
Attorneys for Plaintiff Amy Henry

EXHIBIT “2”

1 GORDON SILVER  
DOMINIC P. GENTILE  
2 Nevada Bar No. 1923  
Email: dgentile@gordonsilver.com  
3 PAOLA M. ARMENI  
Nevada Bar No. 8357  
4 Email: parmeni@gordonsilver.com  
3960 Howard Hughes Pkwy., 9th Floor  
5 Las Vegas, Nevada 89169  
Tel: (702) 796-5555  
6 Fax: (702) 369-2666  
*Attorneys for FREDRICK RIZZOLO*  
7 *aka RICK RIZZOLO; THE RICK AND*  
*LISA RIZZOLO FAMILY TRUST;*  
8 *THE RICK J. RIZZOLO SEPARATE*  
*PROPERTY TRUST; and THE RJR TRUST*  
9

10  
11 UNITED STATES DISTRICT COURT  
12 DISTRICT OF NEVADA  
13  
14

15 KIRK and AMY HENRY,

16 Plaintiffs,

17 vs.

18 FREDRICK RIZZOLO aka RICK RIZZOLO, an  
individual; LISA RIZZOLO, an individual; THE  
19 RICK AND LISA RIZZOLO FAMILY TRUST,

20 Defendants.

CASE NO. 2:08-CV-635-PMP-GWF

**DEFENDANT RICK RIZZOLO'S  
SUPPLEMENTAL RESPONSE TO  
PLAINTIFF KIRK HENRY'S FIRST SET  
OF REQUESTS FOR PRODUCTION OF  
DOCUMENTS**

21 COMES NOW Defendant RICK RIZZOLO by and through his attorneys, Dominic P.  
22 Gentile, Esq. and Paola M. Armeni, Esq. of the law firm of Gordon Silver, and hereby responds  
23 to Plaintiffs Kirk and Amy Henry's First Set of Requests for Production of Documents to Rick  
24 Rizzolo, pursuant to Rule 34 of the Federal Rules of Civil Procedure as follows:

25 **REQUEST NO. 7:**

26 Produce all documents, including but not limited to statements of accounts with securities  
27 brokerage firms, dividend statements, earnings reports or similar documents which reflect, refer,  
28

1 or relate to any stocks, bonds, debentures, certificates of deposit, or any other security owned by  
2 defendant either alone or jointly with another person, at any time since September 20, 2001 to  
3 the present date.

4 **RESPONSE:**

5 See Monthly Statements for the RLR Trust Account held by Capital Security Bank and  
6 monthly statements for Mr. Rizzolo's Oppenheimer account, attached hereto.

7 **REQUEST NO. 14:**


8 Produce all documents which reflect, refer, record or relate to any assignments or  
9 transfers of real or personal property made by defendant to any other person at any time from  
10 September 20, 2001, to the present date.

11 **RESPONSE:**

12 See documents pertaining to the sale of Philadelphia real estate, attached hereto.

13 Dated this 14<sup>th</sup> day of October, 2010.

14 ~~GORDON SILVER~~

15   
16 DOMINIC P. GENTILE

17 Nevada Bar No. 1923

18 PAOLA M. ARMENI

19 Nevada Bar No. 8357

20 3960 Howard Hughes Pkwy., 9th Floor

21 Las Vegas, Nevada 89169

22 (702) 796-5555

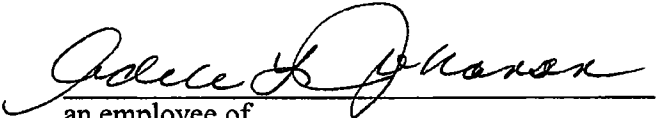
23 *Attorneys for FREDRICK RIZZOLO aka RICK*  
24 *RIZZOLO; THE RICK AND LISA RIZZOLO*  
25 *FAMILY TRUST; THE RICK J. RIZZOLO*  
26 *SEPARATE PROPERTY TRUST; and THE RJR*  
27 *TRUST*  
28

**CERTIFICATE OF MAILING**

The undersigned, an employee of Gordon Silver, hereby certifies that on the 14 day of October, 2010, she served a copy of the DEFENDANT RICK RIZZOLO'S SUPPLEMENTAL RESPONSE TO PLAINTIFF KIRK HENRY'S FIRST SET OF REQUESTS FOR PRODUCTION, by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope addressed to:

Donald J. Campbell, Esq.  
Campbell & Williams  
700 S. Seventh Street  
Las Vegas, NV 89101  
*Attorney for Plaintiff  
Kirk Henry*

Mark B. Bailus, Esq.  
Bailus, Cook & Kelesis, Ltd.  
400 South Fourth Street, #300  
Las Vegas, Nevada 89101  
*Attorneys for Defendant/Cross-Claimant  
Lisa Rizzolo*

  
an employee of  
GORDON SILVER

## **RESPONSE TO NO. 7**



30

December 31, 2008

Client No: [REDACTED]

Mr Rick Rizzolo  
 C/- John E. Dawson, Esq.  
 Lionel Sawyer & Collins  
 1700 Bank of America Plaza  
 300 South Fourth Street  
 Las Vegas NV 89101  
 U.S.A

**STATEMENT**  
**THE RLR TRUST**

Date	Ref	Description	Dr	Cr	Balance
17 Sep 2008	720367	Invoice	3,000.00		3,000.00
					<u>3,000.00</u>

This statement is in US Currency.

Please make payment as indicated below. If you have any account queries please call Southpac Trust Limited on 0011 (682) 20 514, or fax 0011 (682) 20 687, or write to PO Box 11, Avarua, Rarotonga, COOK ISLANDS.

If payment has already been made of the above amount due within the last 30 days, please disregard this statement.

Please detach and send with payment

**SOUTHPAC GROUP LIMITED**

**December 31, 2008**

C/- Chartered Trust Services Limited  
 P.O. Box 1034 GT  
 Grand Cayman  
 Cayman Islands  
 B.W.I

**Payment Advice**

**THE RLR TRUST**

**Client No:** [REDACTED]

**Amount Paid USD** \_\_\_\_\_

**Payment Options:**

- ☐ US check made payable to Southpac Group Limited, C/- Chartered Trust Services Limited, P.O.Box 1034, Grand Cayman, Cayman Islands. Please attach this advice with your check
- ☐ **Wire transfer**  
 Remit thru:- Australia and New Zealand Bank, Avarua, Rarotonga, Cook Islands, SWIFT Code: ANZBCKCR, CHIPS code: 372140, For Credit of: Capital Security Bank, Account No: 200146, Further Credit To: Southpac Group Limited #550073, Reference: [client no. / name]
- ☐ Credit card - refer overleaf

**P000508**

**01000219**

**Client No.:**

Fax to (800) 863-0056 or email to [offshore@southpac.com](mailto:offshore@southpac.com)



Oppenheimer & Co. Inc.  
125 Broad Street  
New York, NY 10004  
(800) 221-5588

Member of All Principal Exchanges

December 30, 2009

**If available cash balances in your Oppenheimer & Co. Inc. brokerage account are swept into the Advantage Bank Deposit ("ABD") Program, please carefully review the notice below.**

Dear Valued Client,

Effective January 30, 2010, certain changes will be made to Oppenheimer's Advantage Bank Deposit ("ABD") Program. The fundamental features of the ABD Program, along with the current levels of FDIC insurance coverage available to you, shall remain unchanged. While most of the modifications will impact the internal operation of the ABD Program, there are certain enhancements that will slightly alter the way your ABD Program deposits are handled. The following is a summary of these changes.

Our enhanced program will use a single Deposit Bank List ("New Deposit Bank List"), which will be applicable to all ABD Program eligible clients. Currently there are eight Deposit Bank Lists ("Previous Deposit Bank Lists"), which vary by state, and therefore, are specific to clients residing in those states. You may obtain a current list of banks participating in the ABD Program ("Participating Banks") at any time by contacting your Oppenheimer Financial Advisor or by visiting our website at [www.opco.com](http://www.opco.com). As always, please notify your Oppenheimer Financial Advisor immediately if for any reason you do not wish a particular bank to receive deposits of your funds, or if you wish to terminate your participation in the ABD Program.

The list of banks on the New Deposit Bank List will appear in alphabetical order, but deposits of your funds will be made according to the deposit capacity of the Participating Banks on the New Deposit Bank List, as opposed to the sequential order to which you are accustomed with the Previous Deposit Bank Lists. Once we move to the New Deposit Bank List, deposits will be made according to an algorithm which factors the amount of deposits Participating Banks have agreed to accept pursuant to the ABD Program, and their subsequent capacity for accepting additional deposits. The concept of "Alternative Banks" will no longer apply. If you designate a bank as ineligible to receive your funds, monies which would otherwise be deposited to that bank will simply be deposited to the next bank on the New Deposit Bank List, as identified by the deposit capacity algorithm. Please note that because we have committed to remain within specific deposit capacity thresholds at the Participating Banks, from time to time your total deposits at a specific bank may be moved to a different bank. As is currently the case, at any point in time, you may contact your Oppenheimer Financial Advisor or visit our Internet Client Access website to determine the banks in which your funds have been deposited.

Prior to the implementation of our program enhancements, we will send you the New Deposit Bank List along with an amended version of the Advantage Bank Deposit Program Terms and Conditions.

Thank you for your continuing support as we implement more effective ways to administer the ABD Program. Should you have any questions, or wish to obtain further information, please contact your Oppenheimer Financial Advisor.

Sincerely,

Oppenheimer & Co. Inc.



Oppenheimer & Co. Inc.  
125 Broad Street  
New York, NY 10004  
(212) 668-8000  
Member of All Principal Exchanges

## STATEMENT OF ACCOUNT



Account Number: [REDACTED]  
For the Period: 10/01/09 - 12/31/09

Tax ID Number: ON FILE  
Last Statement: 09/30/09  
Page 1 of 5

### News and Information

#### Items for Attention

Assets maturing during the next 60 days appear at the end of the statement.

Please refer to the last page of this statement to review important messages from Oppenheimer.

The IRS deadline for mailing 2009 tax reporting documents has been extended from January 31, 2010 to February 16, 2010. However, in an effort to minimize amended forms for accounts subject to income reclassifications, pursuant to IRS approval, the mailing for affected accounts may be delayed until late February.

072173

RICK RIZZOLO &  
BARTHOLOMEW RIZZOLO JT/WROS  
1760 AMARONE WAY  
HENDERSON NV 89012

### Portfolio Summary

	This Period 12/31/09	Previous Period 09/30/09	Estimated Annual Income
Advantage Bank Deposits*	\$0.63	\$0.63	\$0.00
<b>Total Asset Value</b>	<b>\$0.63</b>	<b>\$0.63</b>	<b>\$0.00</b>

Financial Advisor  
WEINBERG MARK W - RH4  
(800) 421-4314  
Internet Address: [www.opco.com](http://www.opco.com)

Office Serving Your Account  
10880 WILSHIRE BOULEVARD  
24TH FLOOR  
LOS ANGELES, CA 90024

### Income Summary

Note: Total Asset Value does not include uninsured securities or net accrued interest.  
\*Eligible for FDIC insurance, not SIPC insured.

### Cash Activity Summary

There is No Cash Activity For This Period

There is No Income Summary For This Period



Oppenheimer & Co. Inc.  
125 Broad Street  
New York, NY 10004  
(212) 668-8000  
Member of All Principal Exchanges

## STATEMENT OF ACCOUNT



RICK RIZZOLO &  
BARTHOLOMEW RIZZOLO JT/WROS

Page 2 of 5 Account Number [REDACTED] Financial Advisor WEINBERG MARK W - RH4 Period Ending 12/31/09

### Portfolio Holdings

Some prices, current values and income estimates may be approximations, resulting in gains and losses not being accurately reflected. Unrealized gains and/or losses are computed from the supplied cost basis data and may not be accurate for tax reporting purposes. Items for which a cost basis was not available as of the statement period ending date are indicated by the symbol N/A. The total gains and/or losses do not reflect positions which we do not have cost information. Please contact your Financial Advisor if you believe any cost basis related data is inaccurate or if you require additional information.

Estimated Annual Income ("EAI") and Estimated Yield ("EY") are estimates only and do not indicate actual income or performance of investments. EAI and EY for certain types of securities could include a return of principal or capital gains, in which case the EAI and EY would be overstated. As EAI and EY are estimates, the actual income and yield might be lower or higher than the estimated amounts. EY reflects only the income generated by an investment and it does not reflect changes in its price, which may fluctuate.

### Advantage Bank Deposits (NOT COVERED BY SIPC)

As described in the ABD Program's Terms & Conditions, the current yield is based on the average daily balance during the prior month's interest cycle; interest cycles run from mid-month to mid-month.

Description	Account Type	Quantity	Symbol	Unit Cost	Current Price	Total Cost Basis	Current Value	EY	EAI	Portfolio Percent
ADVANTAGE BANK DEPOSIT FDIC INSURED AT VARIOUS BKS	CASH	0.63	ABDXX	1.00	1.00	.63	.63	0.02%		100.00
TOTAL ADVANTAGE BANK DEPOSITS						.63	.63			100.00

### Total Portfolio Value

Current Value	Unrealized Gain/Loss	EY	EAI	Portfolio Percent
1.63	5.63	0	0	100%



Oppenheimer & Co. Inc.  
125 Broad Street  
New York, NY 10004  
(212) 668-8000  
Member of All Principal Exchanges

## STATEMENT OF ACCOUNT



Page 4 of 5  
Account Number [REDACTED]  
Financial Advisor WEINBERG MARK W - RH4  
Period Ending 12/31/09

RICK RIZZOLO &  
BARTOLOMEO RIZZOLO JT/WROS

Important Information

### Account Verification Profile

Oppenheimer, as a registered Broker Dealer, is required to maintain updated financial information regarding client accounts and to provide clients with certain information on which it is relying. Please take a moment to review the "Account Verification Profile" below that reflects information that you provided about your account. In the event that any of the information is incorrect or incomplete, please submit any changes, in writing, to the Branch Manager named on the profile. We will modify our records to include any changes that you supply and you will receive confirmation of such changes made. If there are no changes needed, no action is required on your part. Be assured that all account information is held in the strictest confidence. We appreciate your cooperation in reviewing this information, and look forward to our continued relationship.

BRANCH MANAGER OF THE OFFICE SERVICING YOUR ACCOUNT: STEVEN ARCOS

#### PERSONAL

PHONE NUMBER: (702) 376 - 6913

MARITAL STATUS: Divorced

NUMBER OF DEPENDENTS: 0

#### EMPLOYMENT

EMPLOYER: CrazyHorse@

OCCUPATION: Owner

SPOUSE / JOINT OCCUPATION: CrazyHorse@

SPOUSE / JOINT EMPLOYER: Consultant

FINANCIAL - FOR ALL ACCOUNT OWNERS  
ACCOUNT ESTIMATED ANNUAL INCOME: \$5,000,000

ESTIMATED LIQUID NET WORTH\*: \$5,000,000  
\*Excludes the value of primary residence

TAX BRACKET: NOT SUPPLIED

ESTIMATED TOTAL NET WORTH: \$30,000,000

#### INVESTMENT OBJECTIVES - FOR ALL ACCOUNT OWNERS

LIQUIDITY (CASH EQUIV. SHORT TERM INVESTMENTS)  
CURRENT INCOME (CONSERVATIVE)  
CAPITAL APPRECIATION (CONSERVATIVE)  
TAX FREE/DEFERRAL  
X SPECULATION

EQUITIES YES  
MUTUAL FUNDS NONE  
IPO'S YES  
U.S. TREASURIES NONE  
OPTIONS YES  
CORPORATE DEBT YES  
OTHER NONE

#### INVESTMENT EXPERIENCE

RESTRICTED STOCK NONE  
PRIVATE PLACEMENTS NONE  
MUNICIPALS YES  
COMMODITIES / FUTURES NONE  
MANAGED MONEY NONE  
HIGH YIELD DEBT NONE

#### DEFINITIONS OF INVESTMENT OBJECTIVES:

Liquidity - A preference for holding cash and cash equivalents in your portfolio. Current Income - A preference for investments that generate income rather than capital appreciation. Capital Appreciation - A preference for assuming risk consistent with the pursuit of appreciation in value because of "company" performance, market conditions, income reinvestment or a combination of these. Tax Free / Deferral - A preference for tax-free or tax-deferred income. Short Term Trading - High volume of transactions intending to capitalize on inter-day or inter-week price movements. This investment objective is coupled with a high cost to equity ratio. Speculation - Investments or investment strategies that assume a higher than normal market risk with the hope of commensurate gain. Risk Tolerance (applies to both Current Income and Capital Appreciation Objectives): Aggressive - Investors who emphasize return on investment over principal preservation. They are willing to subject a larger portion of their portfolios to risk in anticipation of greater return on investment. Conservative - Investors who emphasize principal preservation over return on investment.



Oppenheimer & Co. Inc.  
125 Broad Street  
New York, NY 10004  
(800) 221-5588

Member of All Principal Exchanges

December 30, 2009

**If available cash balances in your Oppenheimer & Co. Inc. brokerage account are swept into the Advantage Bank Deposit ("ABD") Program, please carefully review the notice below.**

Dear Valued Client,

Effective January 30, 2010, certain changes will be made to Oppenheimer's Advantage Bank Deposit ("ABD") Program. The fundamental features of the ABD Program, along with the current levels of FDIC insurance coverage available to you, shall remain unchanged. While most of the modifications will impact the internal operation of the ABD Program, there are certain enhancements that will slightly alter the way your ABD Program deposits are handled. The following is a summary of these changes.

Our enhanced program will use a single Deposit Bank List ("New Deposit Bank List"), which will be applicable to all ABD Program eligible clients. Currently there are eight Deposit Bank Lists ("Previous Deposit Bank Lists"), which vary by state, and therefore, are specific to clients residing in those states. You may obtain a current list of banks participating in the ABD Program ("Participating Banks") at any time by contacting your Oppenheimer Financial Advisor or by visiting our website at [www.opco.com](http://www.opco.com). As always, please notify your Oppenheimer Financial Advisor immediately if for any reason you do not wish a particular bank to receive deposits of your funds, or if you wish to terminate your participation in the ABD Program.

The list of banks on the New Deposit Bank List will appear in alphabetical order, but deposits of your funds will be made according to the deposit capacity of the Participating Banks on the New Deposit Bank List, as opposed to the sequential order to which you are accustomed with the Previous Deposit Bank Lists. Once we move to the New Deposit Bank List, deposits will be made according to an algorithm which factors the amount of deposits Participating Banks have agreed to accept pursuant to the ABD Program, and their subsequent capacity for accepting additional deposits. The concept of "Alternative Banks" will no longer apply. If you designate a bank as ineligible to receive your funds, monies which would otherwise be deposited to that bank will simply be deposited to the next bank on the New Deposit Bank List, as identified by the deposit capacity algorithm. Please note that because we have committed to remain within specific deposit capacity thresholds at the Participating Banks, from time to time your total deposits at a specific bank may be moved to a different bank. As is currently the case, at any point in time, you may contact your Oppenheimer Financial Advisor or visit our Internet Client Access website to determine the banks in which your funds have been deposited.

Prior to the implementation of our program enhancements, we will send you the New Deposit Bank List along with an amended version of the Advantage Bank Deposit Program Terms and Conditions.

Thank you for your continuing support as we implement more effective ways to administer the ABD Program. Should you have any questions, or wish to obtain further information, please contact your Oppenheimer Financial Advisor.

Sincerely,

Oppenheimer & Co. Inc.



Oppenheimer & Co. Inc.  
125 Broad Street  
New York, NY 10004  
(212) 668-8000  
Member of All Principal Exchanges

## STATEMENT OF ACCOUNT



Account Number: [REDACTED]  
For the Period: 04/01/10 - 06/30/10

Tax ID Number: ON FILE  
Last Statement: 03/31/10  
Page 1 of 4

070263

RICK RIZZOLO &  
BARTHOLOMEW RIZZOLO JT/WROS  
[REDACTED]  
HENDERSON NV 89012

### News and Information

#### Items for Attention

Assets maturing during the next 60 days appear at the end of the statement.

We are pleased to announce that our Internet Client Access (ICA) website has been enhanced to permit verified users to view statements, confirm, 1099s and other account documents online in Adobe PDF format. Clients who complete the user-initiated account verification process (accessible in the Profile Maintenance area of ICA) may also view and download Excel-formatted report information. If you are not an ICA user, please contact your Financial Advisor who can provide a username and password for the site.

PLEASE REFER TO THE LAST PAGE OF THIS STATEMENT FOR IMPORTANT MESSAGES FROM OPPENHEIMER.

### Portfolio Summary

	This Period 06/30/10	Previous Period 03/31/10	Estimated Annual Income
Advantage Bank Deposits*	\$0.63	\$0.63	\$0.00
<b>Total Asset Value</b>	<b>\$0.63</b>	<b>\$0.63</b>	<b>\$0.00</b>

Note: Total Asset Value does not include unpledged securities or net accrued interest.  
\*Eligible for FDIC insurance, not SIPC insured.

### Cash Activity Summary

There is No Cash Activity For This Period

Financial Advisor  
WEINBERG MARK W - RH4  
(800) 421-4314  
Internet Address: www.opco.com

Office Serving Your Account  
10880 WILSHIRE BOULEVARD  
24TH FLOOR  
LOS ANGELES, CA 90024

### Income Summary

There is No Income Summary For This Period



Oppenheimer & Co. Inc.  
125 Broad Street  
New York, NY 10004  
(212) 668-8000  
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# STATEMENT OF ACCOUNT



RICK RIZZOLO &  
BARTHOLOMEW RIZZOLO JT/WROS

Page 2 of 4  
Account Number [REDACTED]  
Financial Advisor WEINBERG MARK W - RH4  
Period Ending 06/30/10

## Portfolio Holdings

Some prices, current values and income estimates may be approximations, resulting in gains and losses not being accurately reflected. Unrealized gains and/or losses are computed from the supplied cost basis data and may not be accurate for tax reporting purposes. Items for which a cost basis was not available as of the statement period ending date are indicated by the symbol N/A. The total gains and/or losses do not reflect positions which we do not have cost information. Please contact your Financial Advisor if you believe any cost basis related data is inaccurate or if you require additional information.

Estimated Annual Income ("EAI") and Estimated Yield ("EY") are estimates only and do not indicate actual income or performance of investments. EAI and EY for certain types of securities could include a return of principal or capital gains, in which case the EAI and EY would be overstated. As EAI and EY are estimates, the actual income and yield might be lower or higher than the estimated amounts. EY reflects only the income generated by an investment and it does not reflect changes in its price, which may fluctuate.

## Advantage Bank Deposits (NOT COVERED BY SIPC)

As described in the ABD Program's Terms & Conditions, the current yield is based on the average daily balance during the prior month's interest cycle; interest cycles run from mid-month to mid-month.

Description	Account Type	Quantity	Symbol	Unit Cost	Current Price	Total Cost Basis	Current Value	EY	EAI	Portfolio Percent
ADVANTAGE BANK DEPOSIT FDIC INSURED AT VARIOUS BKS	CASH	0.63	ABDXX	1.00	1.00	.63	.63	0.025%		100.00
<b>TOTAL ADVANTAGE BANK DEPOSITS</b>						<b>.63</b>	<b>.63</b>			<b>100.00</b>

## Total Portfolio Value

Total Cost Basis	Current Value	Unrealized Gain/Loss	EY	EAI	Portfolio Percent
\$ .63	\$ .63	0	0	0	100%



Oppenheimer & Co. Inc.  
125 Broad Street  
New York, NY 10004  
(212) 668-8000  
Member of All Principal Exchanges

## STATEMENT OF ACCOUNT



RICK RIZZOLO &  
BARTHOLOMEW RIZZOLO JT/WROS

Page	Account Number	Financial Advisor	Period Ending
4 of 4	[REDACTED]	WEINBERG MARK W - RH4	06/30/10

A provision of the recently-enacted Emergency Economic Stabilization Act of 2008 (Public Law 110-343, "EESA") requires broker-dealers to supply cost basis information on securities transactions beginning with the 2011 tax year. As such, Oppenheimer will report this information to the Internal Revenue Service, and will reflect it on 1099 forms we send to our clients in early 2012. Specific details of these regulations and appropriate tax treatment may be found at [www.irs.gov](http://www.irs.gov).

Your Oppenheimer Client Statement and our Internet Client Access (ICA) website now display all available aggregate cost basis information for the holdings in your account. To the extent that your holdings are missing cost basis (indicated by "N/A"), or if you believe the information displayed is inaccurate or incomplete, please contact your Oppenheimer Financial Advisor to arrange for your records to be updated.

In accordance with the Terms and Conditions of the Advantage Bank Deposit Program, the composition of our Deposit Bank List is subject to change over time. In the coming weeks or months, we may add one or more of the following banks to our program: Cardinal Bank (McLean, VA); First American Bank (Elk Grove Village, IL); PlainsCapital Bank (Lubbock, TX); Wells Fargo Bank, National Association (Sioux Falls, SD). To determine the Deposit Bank List in effect at any point in time, please contact your Financial Advisor or visit our website at [www.opco.com](http://www.opco.com). As always, please notify your Financial Advisor if you wish to designate any Deposit Bank(s) as ineligible to receive your funds.

Cash and securities held by us in your client account(s) are protected in two ways. Through our membership in SIPC (Securities Investor Protection Corp), protection is provided up to US\$500,000, of which as much as US\$100,000 can be in cash. The firm supplements this by providing similar protection for the remainder of the cash and/or securities up to US\$100,000,000 that we hold on your behalf.

Money deposited in the program banks is insured by the FDIC. FDIC deposit insurance and SIPC coverage are very different. FDIC insures depositors against loss of principal value of a deposit in the event of the insolvency of the bank that issued the deposit. SIPC coverage protects against a disappearance of securities that results from the insolvency of a broker-dealer and a loss of customer cash held as a general obligation of the broker-dealer up to the above stated limits. SIPC coverage does not protect against a decline in value of securities, and provides no coverage for balances held on deposit at a bank, even if held through a broker-dealer. Further information about SIPC may be found on their website at [www.sipc.org](http://www.sipc.org) or by calling (877) 279-3342.

Please notify us promptly if you believe that there is any inaccuracy or discrepancy in any transaction or balance reflected on this statement. In the event that you have relayed such information to us verbally, please re-confirm to us any such communication in writing as soon as possible thereafter. Please be sure to note your account number.

\*\*\*\* THIS IS THE END OF YOUR STATEMENT. WE THANK YOU FOR BEING A VALUED CLIENT. \*\*\*\*

09/24/2010 16:02 FAX

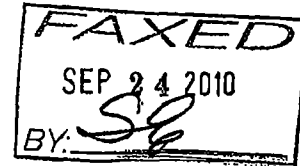
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\*\*\* TX REPORT \*\*\*  
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**SCANNED**

TRANSMISSION OK

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DESTINATION ID	
ST. TIME	09/24 15:55
TIME USE	07'18
PAGES SENT	61
RESULT	OK



**Gordon Silver**

Attorneys and Counselors at Law

September 24, 2010

**VIA FACSIMILE: (702) 382-0540**

Philip Erwin, Esq.  
Campbell & Williams  
700 S. Seventh Street  
Las Vegas, NV 89101

Re: Kirk and Amy Henry, et al v. Fredrick Rizzolo  
Case No. 2:08-CV-635-PMP/GWF  
Our File Number: 102472-002

Dear Mr. Erwin:

This letter is in response to your request for the productions of certain documents.

Accordingly, the following documents are enclosed per your request:

1. All documents pertaining to the sale of the Philadelphia real estate:  
Available Documents are attached as Section 1;
2. Monthly Statements for the RLR Trust Account held by Capital Security Bank:  
Available Documents are attached as Section 2;
3. Monthly Statements for the Energy Transfer Partners, LP account :  
No such documents are available; and
4. Monthly statements for Mr. Rizzolo's Oppenheimer account:  
Available documents are attached as Section 3.

If additional documents pursuant to your request become available, we reserve the right to supplement said information. Should you have any questions or concerns, please do not hesitate to contact me.

**RESPONSE TO NO. 14**

**BUTERA • BEAUSANG • COHEN • BRENNAN**

A T T O R N E Y S A I L A W

H. Kenneth Butera  
Michael F. Beausang, Jr.  
Stuart N. Cohen  
William J. Brennan  
Kevin A. Palmer  
N. Curtis Ward  
J. Kenneth Butera  
Rodney S. Fluck

of counsel:  
Bruce T. Royal

April 1, 2008

**VIA FEDERAL EXPRESS**  
**AND FAX (702-386-2737) LETTER ONLY**

Mark C. Hafer, Esquire  
Patti, Sgro & Lewis  
720 S. 7<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Las Vegas, NV 89101

Re: **TEZ Real Estate LP**  
**TEZ Management LLC**

Dear Mark:

I am enclosing copies of all of the signed closing documents. I am further enclosing two checks of Piazza Family Limited Partnership, the first for \$1,000 payable to Rick Rizzolo, and the second for \$999,000 payable to Lions Limited Partnership, representing all amount payable at the time of closing.

Please return to me the Promissory Note, marked "paid in full," as agreed. Thanks for your help in completing this transaction.

Very truly yours,

  
Stuart N. Cohen

SNC:eab

Enclosure

cc (w/o enc.): Mr. Vincent Piazza - Via Fax (610-630-9877)  
Victor Romano, CPA - Via Fax (610-630-9877)

FedEx | Ship Manager | Label 799829558601

Page 1 of 1

From: Origin ID: KPDA (610)265-0800  
STUART N. COHEN  
BUTERA BEAUSANG COHEN & BRENNAN  
830 FREEDOM BUSINESS CENTER  
SUITE 212  
KING OF PRUSSIA, PA 19406



CLB1287672958

SHIP TO: 702-385-9595

BILL SENDER

Mark C Hafer, Esquire  
Patti, Sgro & Lewis  
720 S 7TH ST FL 3  
3RD FLOOR  
LAS VEGAS, NV 891016932

Ship Date: 01APR08  
Act/Wgt: 1 LB  
System#: 3583267/INET8011  
Account#: S \*\*\*\*\*

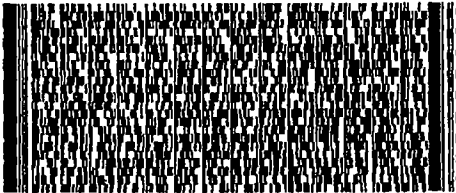
Delivery Address Bar Code



Ref # Piazza 34418  
Invoice #  
PO #  
Dept #

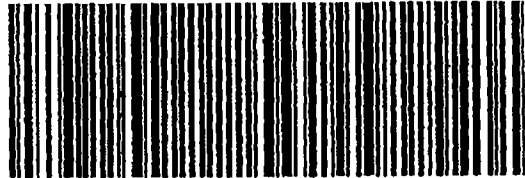
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PRIORITY OVERNIGHT



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**PIAZZA FAMILY LIMITED PARTNERSHIP**

401 S. SCHUYLKILL AVE.  
NORRISTOWN, PA 19403

**SOVEREIGN BANK**  
60-7269-2313

4/1/2008

PAY TO THE  
ORDER OF Rick Rizzolo

\$\*\*1,000.00

One Thousand and 00/100\*\*\*\*\*

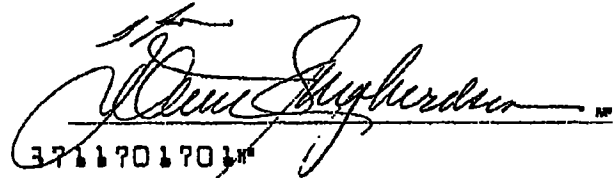
DOLLARS

Rick Rizzolo

MEMO

Purchase of Membership Interest

⑈004132⑈ ⑆231372691⑆

  
3711701701⑈

**PIAZZA FAMILY LIMITED PARTNERSHIP**

4132

Rick Rizzolo  
113000 · Exchange Account

Purchase of Membership Interest

4/1/2008

1,000.00

Cash - Sovereign Ban Purchase of Membership Interest

1,000.00

4133

**PIAZZA FAMILY LIMITED PARTNERSHIP**

401 S. SCHUYLKILL AVE.  
NORRISTOWN, PA 19403

**SOVEREIGN BANK**  
60-7269-2313

4/1/2008

PAY TO THE  
ORDER OF Lions Limited Partnership

\$\*\*999,000.00

Nine Hundred Ninety-Nine Thousand and 00/100\*\*\*\*\*

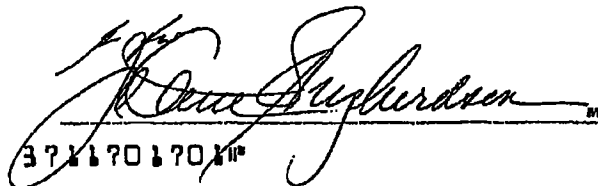
DOLLARS

Lions Limited Partnership

MEMO

Purchase of Limited Ptshp Interest

⑈004133⑈ ⑆231372691⑆

  
3711701701⑈

**PIAZZA FAMILY LIMITED PARTNERSHIP**

4133

Lions Limited Partnership  
113000 - Exchange Account

Purchase of Limited Ptshp Interest

4/1/2008

999,000.00

Cash - Sovereign Ban Purchase of Limited Ptshp Interest

999,000.00

**TEZ REAL ESTATE LP**

**LIONS LIMITED PARTNERSHIP, SELLER TO  
PIAZZA FAMILY LIMITED PARTNERSHIP, BUYER**

**PURCHASE OF LIMITED PARTNERSHIP INTEREST**

**CLOSING STATEMENT**

**CLOSING DATE:** MARCH 31, 2008

Purchase Price \$2,999,000

Post-Closing payments (in accordance with  
and subject to Purchase of Limited Partnership  
Interest Agreement, as amended) (2,000,000)

**TOTAL PAYMENT TO SELLER** \$ 999,000

**SELLER:**

**LIONS LIMITED PARTNERSHIP, A Nevada  
Limited Partnership, by its Sole General  
Partner:**

**DOMOLE LLC, A Nevada Limited  
Liability Company**

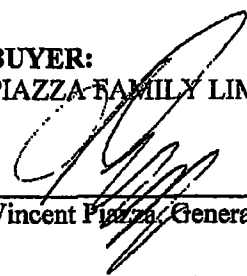
By:

  
Rick a/k/a Frederick J. Rizzolo, Manager

**BUYER:**

**PIAZZA FAMILY LIMITED PARTNERSHIP**

By:

  
Vincent Piazza, General Partner

**TEZ REAL ESTATE LP**

**FIRST AMENDMENT TO PURCHASE OF LIMITED  
PARTNERSHIP INTEREST AGREEMENT**

THIS FIRST AMENDMENT made as of the 25<sup>th</sup> day of March, 2008 by and between LIONS LIMITED PARTNERSHIP ("Seller") and PIAZZA FAMILY LIMITED PARTNERSHIP ("Buyer").

**BACKGROUND**

A. On October 17, 2007, the parties entered into a TEZ Real Estate LP Purchase of Limited Partnership Interest Agreement, whereby Buyer agreed to purchase all of Seller's partnership interest in TEZ Real Estate LP (the "Agreement").

B. The parties wish to amend the Agreement on the terms hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. **Amendment Definitions.** All capitalized terms used herein shall have the meanings assigned to them in the Agreement unless expressly defined otherwise in this First Amendment.

2. **Amendment to Paragraph 2.** Paragraph 2 of the Agreement is hereby deleted and replaced with following new paragraph 2:

"2. **Payment of Purchase Price for Subject Shares.** The purchase price for Seller's limited partnership interest shall be paid by the Buyer as follows:

(a) \$999,000 payable immediately following the closings referred to in paragraph 3 below; and

(b) \$2,000,000, without interest, subject to and as set forth in subparagraph 2(c) below.

(c) (i) Pursuant to the "Rick's Acquisition Agreement" referenced in paragraph 3 of the Agreement, which is being amended as hereinafter described, Buyer's General Partner, Vincent Piazza, will be receiving payment for a portion of the purchase price payable by Rick's Cabaret International, Inc. (and its affiliates) in restricted shares of stock of Rick's Cabaret International, Inc., a publicly traded company. Among other provisions, Vincent Piazza is restricted in selling those shares initially for a period of one year from closing, and thereafter contractually by the terms of a Lock Up/Leak Out Agreement with Rick's Cabaret International, Inc. Under the Rick's Acquisition Agreement, as amended, Vincent Piazza is given a "Put" to require Rick's Cabaret International, Inc. to purchase 5,000 shares per month, beginning one year after closing, for a price of \$23 per share (or alternatively Rick's Cabaret International, Inc. may require Buyer to sell those shares

#11

in the open market, with Rick's making up the difference for any deficiency below \$23 per share).

(ii) At such time as Vincent Piazza is permitted by such Lock Up/Leak Out Agreement and elects to sell shares of Rick's Cabaret International, Inc. pursuant to the "Put," Buyer shall pay to Seller an amount equal to one-half of the net proceeds that Vincent Piazza receives from such "Put" sale (i.e., after payment of broker's commissions and other expenses of sale, if any).

(iii) Buyer's obligation to pay such net proceeds of sale shall only be applicable to the extent of net proceeds actually received by Vincent Piazza, except as hereinafter set forth. In no event shall the aggregate amount received by Seller under this paragraph 2(c) exceed \$2,000,000.

(iv) If Vincent Piazza elects not to sell at least 5,000 Shares pursuant to the "Put" for any month, Buyer shall be obligated to pay Seller an amount equal to one-half of the net proceeds that Vincent Piazza would have received had Vincent Piazza exercised the "Put" for the month in question.

(v) If Vincent Piazza in his sole discretion elects to make a sale or sales of shares of Rick's Cabaret International, Inc. for a price higher than the "Put" price of \$23 per share, Seller shall not be entitled to any additional amounts beyond an amount calculated as if subparagraph (iv) above were applied to the sale.

(vi) In the event that Rick's Cabaret International, Inc. shall fail, refuse or be financially unable to purchase or pay for the shares or for any shortfall suffered by Vincent Piazza in a "Put" sale or in a sale in the open market of shares that would be subject to the "Put," Buyer shall have no liability for payment of any sums to Seller except as follows:

If the shares of Rick's Cabaret International, Inc. remain readily marketable as a publicly traded stock, or a private sale is arranged by Vincent Piazza, and the purchase price is less than \$23 per share, then upon any sale or sales by Vincent Piazza (and to the extent of net proceeds received by him only), Buyer shall pay to Seller an amount equal to 33 1/3% of such net proceeds. In such event, the \$2,000,000 portion of the purchase price payable under subparagraphs 2(b) and (c) shall be reduced by the difference between what Seller would have received in a "Put" sale and what Seller actually receives under this subparagraph (vi).

Example: If Vincent Piazza sells 15,000 shares at \$15 per share, Seller shall be entitled to the following amount:  $15,000 \text{ (shares)} \times \$15 \text{ (price per share)} = \$225,000 \times 1/3 = \$74,925.50$  (less one-third of the costs of sale). In this case the \$2,000,000 portion of the purchase price shall be reduced by \$97,574.50 plus costs of sale (i.e., the difference between the amount that Seller would have received in a "Put" sale of 15,000 shares and the amount that Seller actually received).

However, in the event of such reduction in the \$2,000,000 portion of the purchase price, Seller shall not be obligated to refund or repay any amounts previously received under this subparagraph 2(c).

(vii) Buyer will provide Seller with an accounting showing the number of shares sold, expenses of sale, and net proceeds received from the sale, on an annual basis and upon reasonable requests from Seller for an accounting for a shorter period of time."

3. Amendment to Closing Date. The anticipated closing date of 1-15-2008 set forth in paragraph 3 of the Agreement is hereby extended until 3-17-2008, subject to any delays or extensions of that date.

4. Amendment to Definition of "Rick's Acquisition Agreement." The references to the "Rick's Acquisition Agreement" in the Agreement (paragraphs 3, 14 and 16(b)) shall hereafter refer to the "Second Amendment to the Rick's Acquisition Agreement." Pursuant to the Rick's Acquisition Agreement (as amended), Rick's Cabaret International, Inc. and its subsidiary have agreed to purchase the 51% interest in the Partnership and all of the shares of The End Zone, Inc.

5. Amendment to Paragraph 6 "Indemnification." The parties hereby amend and restate paragraph 6 of the Agreement in its entirety as follows:

"6. Indemnification: Right of Set-Off.

(a) Seller shall indemnify and hold harmless the Buyer and Partnership, their partners, managers and employees from and against any and all actions, suits, claims, demands, liabilities, losses, damages, costs, expenses, penalties or injury suffered or incurred by Buyer or Partnership, arising from (a) any breaches by Seller of the warranties, representations and covenants contained in this Agreement, (b) any non-fulfillment of any agreement on the part of Seller under this Agreement or any other agreement entered into in connection with the transactions contemplated hereunder; (c) any tax claims or liens asserted against Buyer, Partnership or the limited partnership interest being acquired under this Agreement on account of any unpaid taxes of Seller or any other person; (d) any other liability or obligation due to any third party, including any governmental agencies or authorities; and (e) all reasonable attorney's fees and costs relating to any of the foregoing.

(b) Notwithstanding any provision of this Agreement or any other agreement, instrument or undertaking, Buyer shall have the right of set-off hereinafter set forth with respect to any indemnification to which Buyer is entitled under subparagraph 6(a) of this Agreement or under paragraph 5 of the "Other Agreement" referred to in Section 16(a) of this Agreement, as such "Other Agreement" has been amended. Buyer shall have a right to set off the amount of any claim for such indemnification against any sums of money at any time or from time to time payable to Seller under this Agreement, including payments under subparagraph 2(c) of this Agreement. Should any such claim for indemnification arise, Buyer shall not be required to make payments under this Agreement unless and until Seller shall have paid or otherwise satisfied any claim for which indemnification is provided in this Agreement or in the Other Agreement."

6. Amendment to Notices. Paragraph 10 of the Agreement is amended as follows:

If to Seller: Lions Limited Partnership  
Attn: Mr. Rick Rizzolo  
[REDACTED]  
Henderson, NV 89012

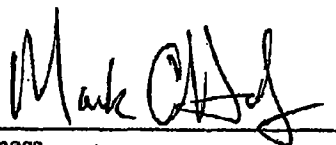
With a copy to: Mark C. Hafer, Esquire  
Patti, Sgro & Lewis  
[REDACTED]  
Las Vegas, NV 89101


7. Guaranty. The Agreement shall be guaranteed by the RLR Trust, Domole LLC and Rick a/k/a Frederick J. Rizzolo by execution of the attached Guaranty.

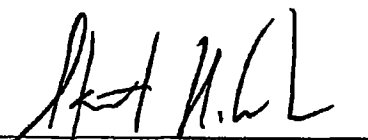
8. Inconsistencies; Ratification. In the event of any inconsistency between this First Amendment and the Purchase of Limited Partnership Interest Agreement, the terms of this First Amendment shall control. Except as expressly amended hereby, the Purchase of Limited Partnership Interest Agreement remains in full force and effect.

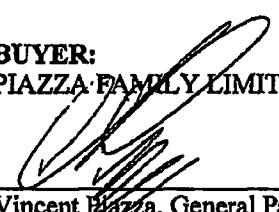
IN WITNESS WHEREOF, the parties have duly executed this Agreement.

**SELLER:**  
LIONS LIMITED PARTNERSHIP, A NEVADA  
LIMITED PARTNERSHIP, BY ITS SOLE  
GENERAL PARTNER:

  
\_\_\_\_\_  
Witness

DOMOLE LLC, A NEVADA LIMITED  
LIABILITY COMPANY  
By:   
\_\_\_\_\_  
Rick a/k/a Frederick J. Rizzolo, Manager

  
\_\_\_\_\_  
Witness

**BUYER:**  
PIAZZA FAMILY LIMITED PARTNERSHIP  
By:   
\_\_\_\_\_  
Vincent Piazza, General Partner

**TEZ REAL ESTATE LP**

**FIRST AMENDMENT TO PURCHASE OF LIMITED  
PARTNERSHIP INTEREST AGREEMENT**

**GUARANTY**

The undersigned, intending to be legally bound hereby, jointly and severally with LIONS LIMITED PARTNERSHIP, hereby (a) personally and unconditionally guarantee to PIAZZA FAMILY LIMITED PARTNERSHIP the truth and accuracy of all warranties and representations in the TEZ Real Estate LP Purchase of Limited Partnership Interest Agreement, as amended hereby, (the "Agreement"), and the performance when due of all other duties, liabilities, indemnifications and obligations of Lions Limited Partnership under the Agreement; and (b) agree to Buyer's right of setoff in paragraph 6(b) of the Agreement.

DOMOLE LLC, A NEVADA LIMITED  
LIABILITY COMPANY

Mark Chay  
Witness

By:

Rick a/k/a Frederick J. Rizzolo  
Rick a/k/a Frederick J. Rizzolo, Manager

Mark Chay  
Witness

Rick a/k/a Frederick J. Rizzolo (SEAL)  
Rick a/k/a Frederick J. Rizzolo, Individually

RLR TRUST, dated November 2, 2001

\_\_\_\_\_  
Witness

By:

Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

By:

Name: \_\_\_\_\_

Dated: MARCH 25, 2008

**TEZ REAL ESTATE LP**

**ADDENDUM TO FIRST AMENDMENT TO PURCHASE  
OF LIMITED PARTNERSHIP INTEREST AGREEMENT**

The undersigned, being all parties and guarantors (except for RLR Trust) to the above Agreement, intending to be legally bound hereby, agree as follows:

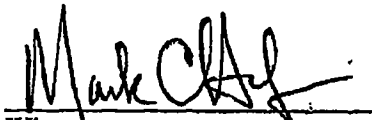
1. RLR Trust is deleted as a guarantor, and the First Amendment to Purchase of Limited Partnership Interest Agreement shall be binding on all parties and guarantors notwithstanding the absence of RLR Trust's signature as a guarantor.

2. All of the terms and conditions of the First Amendment to Purchase of Limited Partnership Interest Agreement shall remain the same.

**SELLER:**

LIONS LIMITED PARTNERSHIP AGREEMENT,  
A NEVADA LIMITED PARTNERSHIP, BY ITS  
SOLE GENERAL PARTNER:

DOMOLE LLC, A NEVADA LIMITED  
LIABILITY COMPANY

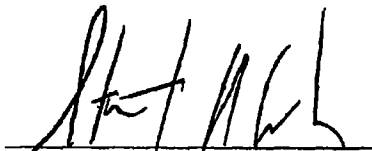
  
Witness

By:

  
Rick a/k/a Frederick J. Rizzolo, Manager

**BUYER:**

PIAZZA FAMILY LIMITED PARTNERSHIP


  
Witness

By:

  
Vincent Piazza, General Partner


**GUARANTORS:**

**DOMOLE LLC, A NEVADA LIMITED  
LIABILITY COMPANY**

  
\_\_\_\_\_  
Witness

By:

  
\_\_\_\_\_  
Rick a/k/a Frederick J. Rizzolo, Manager

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Rick a/k/a Frederick J. Rizzolo, Individually

**Dated: March 26, 2008**

**TEZ REAL ESTATE LP**

**CONSENT OF TEZ REAL ESTATE LP TO TRANSFER OF  
LIONS LIMITED PARTNERSHIP LIMITED PARTNERSHIP INTEREST**

TEZ REAL ESTATE LP ("TEZ"), intending to be legally bound hereby, consents to the transfer by LIONS LIMITED PARTNERSHIP of its 33% limited partnership interest in TEZ REAL ESTATE LP to PIAZZA FAMILY LIMITED PARTNERSHIP ("PFLP"). TEZ hereby irrevocably waives any right it may have to purchase the limited partnership interest being sold by Lions Limited Partnership to PFLP, including without limitation any rights of first refusal with respect to said limited partnership interests under Article VIII.3 of the Limited Partnership Agreement. TEZ further consents to PFLP being admitted as a Substitute Partner in place of Lions Limited Partnership with respect to the partnership interest being transferred.

IN WITNESS WHEREOF, TEZ REAL ESTATE LP has executed this Consent the

3/5 day of MARCH, 2008.

TEZ REAL ESTATE LP, a Pennsylvania Limited Partnership by its Sole General Partner

TEZ MANAGEMENT LLC, a Pennsylvania Limited Liability Company

By:

Vincent Piazza, Manager

By:

Rick a/k/a Frederick J. Rizzolo, Manager

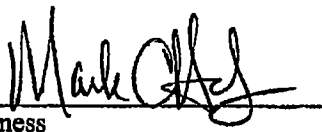
**LIONS LIMITED PARTNERSHIP**  
**CERTIFICATE AND CONSENT OF PARTNERS**

THE UNDERSIGNED being all General and Limited Partners of LIONS LIMITED PARTNERSHIP, a Nevada Limited Partnership (the "Partnership"), hereby certify as follows:

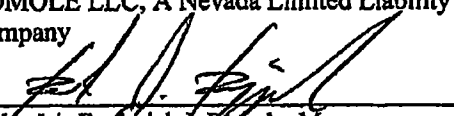
1. The sole General Partner of the Partnership is Domole LLC.
2. The sole Manager of Domole LLC, Rick a/k/a Frederick J. Rizzolo, is authorized to execute and deliver all instruments and documents of the Partnership, including without limitation a Purchase of Limited Partnership Interest Agreement between the Partnership and Piazza Family Limited Partnership dated October 17, 2007, and a First Amendment thereto, whereby the Partnership sells all of its limited partnership interest in TEZ Real Estate LP to Piazza Family Limited Partnership, together with any and all documents, instruments, assignments, agreements and releases, required in order to complete closing under such Agreement.
3. The undersigned hereby consents to the execution of said Purchase of Limited Partnership Interest Agreement, and First Amendment thereto, and all other documents necessary or desirable to complete closing thereunder, and hereby ratify such Agreement.

**SOLE GENERAL PARTNER:**

DOMOLE LLC, A Nevada Limited Liability Company

  
Witness

By:

  
Rick a/k/a Frederick J. Rizzolo, Manager

**LIMITED PARTNER:**  
**RLR TRUST**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: March 26, 2008

**LIONS LIMITED PARTNERSHIP**

**CERTIFICATE AND CONSENT OF PARTNERS**

THE UNDERSIGNED being all General and Limited Partners of LIONS LIMITED PARTNERSHIP, a Nevada Limited Partnership, (the "Partnership"), hereby certify as follows:


1. The sole General Partner of the Partnership is Domole LLC.
2. The sole Manage of Domole LLC, Rick a/k/a Frederick J Rizzolo, is authorized to execute and deliver all instruments and documents of the Partnership, including without limitation a Purchase of Limited Partnership Interest Agreement between the Partnership and Piazza Family Limited Partnership dated October 17, 2007, and a First Amendment thereto, whereby the Partnership sells all of its limited partnership interest in TEZ Real Estate LP to Piazza Family Limited Partnership, together with any and all documents, instruments, assignments, agreements and releases, required in order to complete closing under such Agreement.

**SOLE GENERAL PARTNER:**

DOMOLE LLC, A Nevada Limited Liability Company

By:

  
Rick a/k/a Frederick J. Rizzolo, Manager

  
Witness

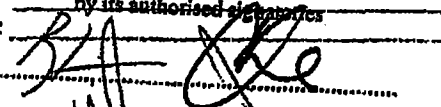
**LIMITED PARTNER:  
RLR TRUST**

**SOUTHPACTRUST INTERNATIONAL INC.**  
Trustee

By:

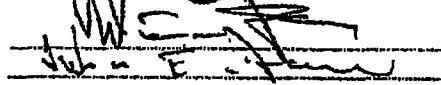
by its authorized signatories


Name:





By:

Name:



  
Witness

  
Witness  
 (RLR Trust Witness)

Dated: 26 MARCH 2008

TEZ REAL ESTATE LP

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST

THIS ASSIGNMENT MADE AND EXECUTED as of the 25<sup>th</sup> day of  
March, 2008.

LIONS LIMITED PARTNERSHIP ("Transferor"), intending to be legally bound and for good and valuable consideration, hereby assigns, transfers and sets over unto PIAZZA FAMILY LIMITED PARTNERSHIP ("Transferee") all of Transferor's rights, title and interest in and to a 33% limited partnership interest in TEZ REAL ESTATE LP, a Pennsylvania limited partnership, including without limitation the right to become a Substitute Partner in its place, free and clear of all liens and encumbrances.

IN WITNESS WHEREOF, Transferor has duly executed this Assignment of Limited Partnership Interest.

LIONS LIMITED PARTNERSHIP, A Nevada  
Limited Partnership, by its Sole General Partner:

DOMOLE LLC, A Nevada Limited  
Liability Company

Mark Chas  
Witness

By:

Rick a/k/a Frederick J. Rizzolo  
Rick a/k/a Frederick J. Rizzolo, Manager

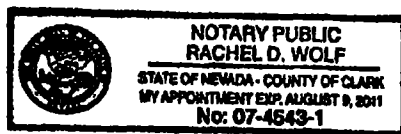
STATE OF

:  
:  
: SS  
:

COUNTY OF

On this, the 25<sup>th</sup> day of March, 2008, before me, a Notary Public, the undersigned officer, personally, appeared RICK A/K/A FREDERICK J. RIZZOLO known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained, by signing his name thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.



Rachel D. Wolf  
Notary Public

**ACCEPTANCE**

PIAZZA FAMILY LIMITED PARTNERSHIP, intending to be legally bound hereby, accepts the foregoing Assignment of Partnership Interest by LIONS LIMITED PARTNERSHIP, and accepts and adopts the provisions of the Limited Partnership Agreement, dated February 11, 2005, and revised June 14, 2007, for TEZ REAL ESTATE LP as being applicable to it with respect to the partnership interests being transferred.

PIAZZA FAMILY LIMITED  
PARTNERSHIP

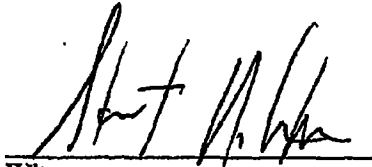
By:


  
\_\_\_\_\_  
Vincent Piazza, General Partner

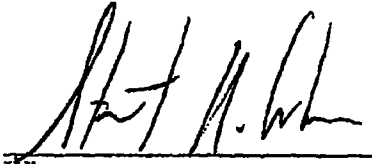
Dated: March 31, 2008

**REVISED SCHEDULE "A"**  
**TO**  
**LIMITED PARTNERSHIP AGREEMENT FOR TEZ REAL ESTATE LP**  
**PARTNERS, PARTNERSHIP INTERESTS AND PERCENTAGE INTERESTS**  
**EFFECTIVE DATE: MARCH 31, 20 08**

Partner Name	Type of Partnership Interest	Percentage Interest
TEZ Management LLC	General Partnership Interest	1%
Piazza Family Limited Partnership	Limited Partnership Interest	99%
TOTAL		<u>100%</u>

  
 Witness

  
 Witness


  
 Witness

**GENERAL PARTNER:**  
 TEZ MANAGEMENT LLC, a Pennsylvania  
 Limited Liability Company

By:   
 Vincent Piazza, Manager

By:   
 Rick a/k/a Frederick J. Rizzolo, Manager [Resigning]

**LIMITED PARTNERS:**  
 PIAZZA FAMILY LIMITED PARTNERSHIP

By:   
 Vincent Piazza, Its Sole General Partner

LIONS LIMITED PARTNERSHIP, A Nevada  
 Limited Partnership, by its Sole General  
 Partner:

DOMOLE LLC, A Nevada Limited  
 Liability Company

By:   
 Rick a/k/a Frederick J. Rizzolo, Manager

[NOTE: Lions Limited Partnership is signing this Revised Schedule "A" to confirm that it has sold and transferred the limited partnership interest previously owned by it to Piazza Family Limited Partnership, as reflected in the Revised Schedule above, and that it has no further interest in the Limited Partnership.]

**TEZ MANAGEMENT, LLC**

**RICK RIZZOLO, SELLER TO  
PIAZZA FAMILY LIMITED PARTNERSHIP, BUYER**

**PURCHASE OF MEMBERSHIP INTEREST**

**CLOSING STATEMENT**

**CLOSING DATE:** May 31, 2008

Purchase Price \$1,000

**TOTAL PAYMENT TO SELLER** \$1,000

**SELLER:**

 (SEAL)  
Rick a/k/a Frederick J. Rizzolo

**BUYER:**

**PIAZZA FAMILY LIMITED PARTNERSHIP**

By:

  
Vincent Piazza, General Partner

**TEZ MANAGEMENT LLC**

**FIRST AMENDMENT TO PURCHASE OF MEMBERSHIP  
INTEREST AGREEMENT**

THIS FIRST AMENDMENT made as of the 25<sup>th</sup> day of March, 2008 by and between RICK A/K/A FREDERICK J. RIZZOLO, Assignee of The Rick and Lisa Rizzolo Family Trust ("Seller") and PIAZZA FAMILY LIMITED PARTNERSHIP ("Buyer").

**BACKGROUND**

A. On October 17, 2007, The Rick and Lisa Rizzolo Family Trust and Buyer entered into a TEZ Management LLC Purchase of Membership Interest Agreement, whereby Buyer agreed to purchase all of Seller's membership interest in TEZ Management LLC (the "Agreement").

B. Pursuant to a Decree of Divorce entered on June 7, 2006 by the District Court in Las Vegas, Nevada, The Rick and Lisa Rizzolo Family Trust assigned to Rick J. Rizzolo all right and title in the Trust's membership interest in TEZ Management LLC.

C. The parties wish to amend the Agreement on the terms hereinafter set forth, including an assumption by Seller Rick J. Rizzolo of all obligations of The Rick and Lisa Rizzolo Family Trust set forth in said Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. Amendment Definitions. All capitalized terms used herein shall have the meanings assigned to them in the Agreement unless expressly defined otherwise in this First Amendment.

2. Assumption of Seller's Obligations. Rick a/k/a Frederick J. Rizzolo hereby assumes and agrees to perform all obligations of Seller under the Agreement and be bound by all provisions of the Agreement applicable to Seller. All references to "Seller" in the Agreement shall be deemed references to Rick a/k/a Frederick J. Rizzolo.

3. Amendment to Closing Date. The anticipated final closing date of 1-15-2008 as set forth in paragraph 3 of the Agreement is hereby extended until 3-17-2008, subject to any delays or extensions of that date.

4. Amendment to Definition of "Rick's Acquisition Agreement." The references to the "Rick's Acquisition Agreement" in the Agreement (paragraphs 3, 13 and 15(b)) shall hereafter refer to the "Second Amendment to the Rick's Acquisition Agreement." Pursuant to the Rick's Acquisition Agreement (as amended), Rick's Cabaret International, Inc. and its subsidiary have agreed to purchase the 51% interest in the Partnership.

5. Amendment to Paragraph 5 "Indemnification." The parties hereby amend and restate paragraph 5 of the Agreement in its entirety as follows:

*[Handwritten signature]*

"5. Indemnification. Seller shall indemnify and hold harmless the Buyer and Company, their members, partners, managers and employees from and against any and all actions, suits, claims, demands, liabilities, losses, damages, costs, expenses, penalties or injury suffered or incurred by Buyer or Company, arising from (a) any breaches by Seller of the warranties, representations and covenants contained in this Agreement, (b) any non-fulfillment of any agreement on the part of Seller under this Agreement or any other agreement entered into in connection with the transactions contemplated hereunder; (c) any tax claims or liens asserted against Buyer, Company or the membership interest being acquired under this Agreement on account of any unpaid taxes of Seller or any other person; (d) any other liability or obligation due to any third party, including any governmental agencies or authorities; and (e) all reasonable attorney's fees and costs relating to any of the foregoing."

6. Amendment to Notices. Paragraph 9 of the Agreement is amended as follows:


If to Seller: Mr. Rick Rizzolo  
[REDACTED]  
Henderson, NV 89012

With a copy to: Mark C. Hafer, Esquire  
Patti, Sgro & Lewis  
[REDACTED]  
Las Vegas, NV 89101

7. Guaranty. The Agreement shall be guaranteed by the RLR Trust, Lions Limited Partnership and Domole LLC by execution of the attached Guaranty.

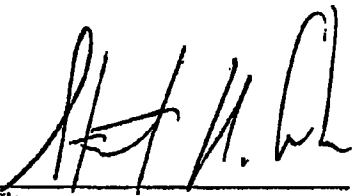
8. Inconsistencies; Ratification. In the event of any inconsistency between this First Amendment and the Purchase of Membership Interest Agreement, the terms of this First Amendment shall control. Except as expressly amended hereby, the Purchase of Membership Interest Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

  
\_\_\_\_\_  
Witness

SELLER:

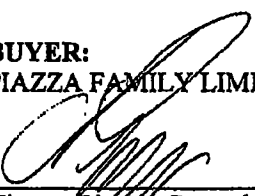
  
\_\_\_\_\_  
Rick a/k/a Frederick J. Rizzolo

  
\_\_\_\_\_  
Witness

BUYER:

PIAZZA FAMILY LIMITED PARTNERSHIP

By:

  
\_\_\_\_\_  
Vincent Piazza, General Partner

**TEZ MANAGEMENT LLC**

**FIRST AMENDMENT TO PURCHASE OF MEMBERSHIP INTEREST AGREEMENT**

**GUARANTY**

The undersigned, intending to be legally bound hereby, jointly and severally with RICK A/K/A FREDERICK J. RIZZOLO, hereby personally and unconditionally guarantee to PIAZZA FAMILY LIMITED PARTNERSHIP the truth and accuracy of all warranties and representations in the TEZ Management LLC Purchase of Membership Interest Agreement, as amended hereby, (the "Agreement"), and the performance when due of all other duties, liabilities, indemnifications and obligations of Rick a/k/a Frederick J. Rizzolo under the Agreement.

LIONS LIMITED PARTNERSHIP, A NEVADA  
LIMITED PARTNERSHIP, BY ITS SOLE  
GENERAL PARTNER:

Mark Chas  
Witness

DOMOLE LLC, A NEVADA LIMITED  
LIABILITY COMPANY

By:

Rick a/k/a Frederick J. Rizzolo, Manager

Mark Chas  
Witness

DOMOLE LLC, A NEVADA LIMITED  
LIABILITY COMPANY

By:

Rick a/k/a Frederick J. Rizzolo, Manager

RLR TRUST, dated November 2, 2001

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: March 25, 2008

**TEZ MANAGEMENT LLC**

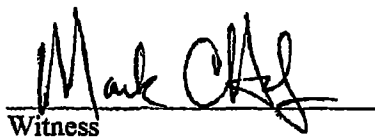
**ADDENDUM TO FIRST AMENDMENT TO PURCHASE  
OF MEMBERSHIP INTEREST AGREEMENT**

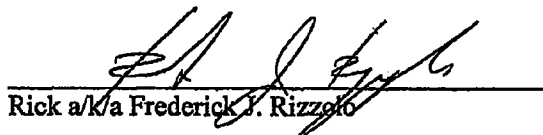
The undersigned, being all parties and guarantors (except for RLR Trust) to the above Agreement, intending to be legally bound hereby, agree as follows:

1. RLR Trust is deleted as a guarantor, and the First Amendment to Purchase of Membership Interest Agreement shall be binding on all parties and guarantors notwithstanding the absence of RLR Trust's signature as a guarantor.

2. All of the terms and conditions of the First Amendment to Purchase of Membership Interest Agreement shall remain the same.

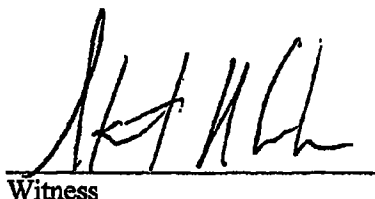
**SELLER:**

  
Witness

  
Rick a/k/a Frederick J. Rizzolo

**BUYER:**

**PIAZZA FAMILY LIMITED PARTNERSHIP**

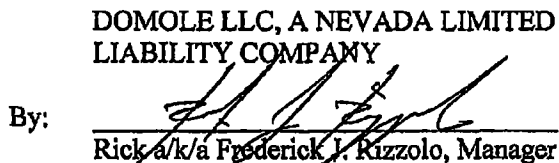
  
Witness

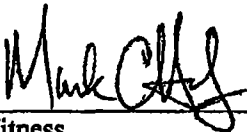
By:   
Vincent Piazza, General Partner

**GUARANTORS:**

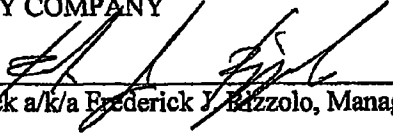
**LIONS LIMITED PARTNERSHIP, A NEVADA  
LIMITED PARTNERSHIP, BY ITS SOLE  
GENERAL PARTNER:**

  
Witness

**DOMOLE LLC, A NEVADA LIMITED  
LIABILITY COMPANY**  
By:   
Rick a/k/a Frederick J. Rizzolo, Manager

  
\_\_\_\_\_  
Witness

DOMOLE LLC, A NEVADA LIMITED  
LIABILITY COMPANY

By:   
\_\_\_\_\_  
Rick a/k/a Frederick J. Bazzolo, Manager

Dated: March 26, 2008

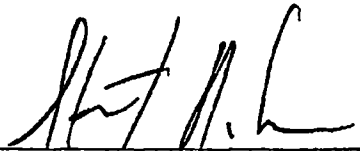
TEZ MANAGEMENT LLC

**CONSENT OF TEZ MANAGEMENT LLC TO TRANSFER OF  
RICK A/K/A FREDERICK J. RIZZOLO MEMBERSHIP INTEREST**

TEZ MANAGEMENT LLC ("TEZ"), intending to be legally bound hereby, consents to the transfer by RICK A/K/A FREDERICK J. RIZZOLO of his 33 1/3% membership interest in TEZ MANAGEMENT LLC to PIAZZA FAMILY LIMITED PARTNERSHIP ("PFLP"). TEZ hereby irrevocably waives any right to purchase the membership interest being sold by Rick a/k/a Frederick J. Rizzolo to PFLP, including without limitation any rights of first refusal with respect to said membership interest under Article VIII.3 of the Operating Agreement. TEZ further consents to PFLP being admitted as a Substitute Member in place of Rick a/k/a Frederick J. Rizzolo with respect to the membership interest being transferred and, as such Substitute Member, to appoint a Manager to replace Rick a/k/a Frederick J. Rizzolo.

IN WITNESS WHEREOF, TEZ MANAGEMENT LLC has executed this Consent the

31<sup>ST</sup> day of MARCH, 2008.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

TEZ MANAGEMENT LLC, a Pennsylvania  
Limited Liability Company

By:   
\_\_\_\_\_  
Vincent Piazza, Manager

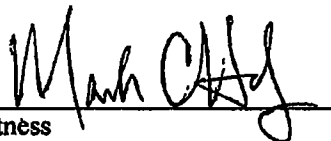
By:   
\_\_\_\_\_  
Rick a/k/a Frederick J. Rizzolo, Manager

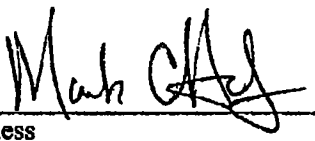
**DOMOLE LLC**

**CERTIFICATE AND CONSENT OF MANAGERS AND MEMBERS**


THE UNDERSIGNED being all Managers and Members of DOMOLE LLC, a Nevada Limited Liability Company (the "LLC"), hereby certify as follows:

1. The LLC is the sole General Partner of Lions Limited Partnership.
2. The sole Manager of the LLC is Rick a/k/a Frederick J. Rizzolo. Said Manager is authorized to execute and deliver all instruments and documents of the LLC, including without limitation a Purchase of Limited Partnership Interest Agreement between the Lions Limited Partnership (of which the LLC is the sole General Partner) and Piazza Family Limited Partnership dated October 17, 2007, and a First Amendment thereto, whereby the Lions Limited Partnership sells all of its limited partnership interest in TEZ Real Estate LP to Piazza Family Limited Partnership, together with any and all documents, instruments, assignments, agreements and releases, required in order to complete closing under such Agreement.
3. The undersigned hereby consents to the execution (as General Partner of Lions Limited Partnership) of said Purchase of Limited Partnership Interest Agreement, and First Amendment thereto, and all other documents necessary or desirable to complete closing thereunder, and hereby ratify such Agreement.

  
Witness

  
Witness

**MANAGER:**

  
Rick a/k/a Frederick J. Rizzolo

**MEMBER:**

  
Rick a/k/a Frederick J. Rizzolo

Dated: March 24, 2008

TEZ MANAGEMENT LLC

ASSIGNMENT OF MEMBERSHIP INTEREST

THIS ASSIGNMENT MADE AND EXECUTED as of the 25<sup>th</sup> day of March, 2008.

RICK A/K/A FREDERICK J. RIZZOLO ("Transferor"), intending to be legally bound and for good and valuable consideration, hereby assigns, transfers and sets over unto PIAZZA FAMILY LIMITED PARTNERSHIP ("Transferee") all of Transferor's rights, title and interest in and to a 33 1/3% membership interest in TEZ MANAGEMENT LLC, a Pennsylvania limited liability company, including without limitation the right to appoint a Manager and the right for Transferee to become a Substitute Member, free and clear of all liens and encumbrances.

IN WITNESS WHEREOF, Transferor has duly executed this Assignment of Membership Interest.

Mark  
Witness

Rick A/K/A Frederick J. Rizzolo  
Rick a/k/a Frederick J. Rizzolo

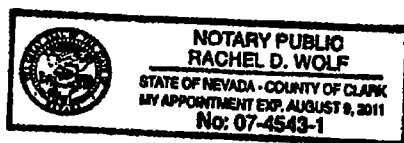
STATE OF

:  
: SS  
:

COUNTY OF

On this, the 25<sup>th</sup> day of March, 2008, before me, a Notary Public, the undersigned officer, personally, appeared RICK A/K/A FREDERICK J. RIZZOLO known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained, by signing his name thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.



Rachel D. Wolf  
Notary Public

**ACCEPTANCE**

PIAZZA FAMILY LIMITED PARTNERSHIP, intending to be legally bound hereby, accepts the foregoing Assignment of Membership Interest by RICK A/K/A FREDERICK J. RIZZOLO, and accepts and adopts the provisions of the Operating Agreement, dated February 11, 2005, as same may have been revised or amended, for TEZ MANAGEMENT LLC as being applicable to it with respect to the membership interests being transferred.

PIAZZA FAMILY LIMITED  
PARTNERSHIP

By:

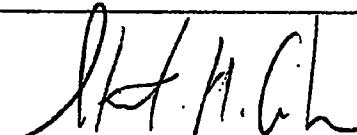
  
\_\_\_\_\_  
Vincent Piazza, General Partner

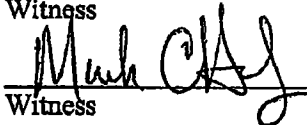
Dated:

March 31, 2008


**REVISED SCHEDULE "A"**  
**TO**  
**OPERATING AGREEMENT FOR TEZ MANAGEMENT LLC**  
**MEMBERS, MEMBERSHIP INTERESTS AND PERCENTAGE INTERESTS**  
**EFFECTIVE DATE: MARCH 31, 20 09**

Member Name	Type of Membership Interest	Percentage Interest
Piazza Family Limited Partnership	There is only one type of Membership Interest	100%
<b>TOTAL</b>		<u><b>100%</b></u>

  
 Witness

  
 Witness


**BOARD OF MANAGERS:**

  
 Vincent Piazza

  
 Rick a/k/a Frederick J. Rizzolo [Resigning]

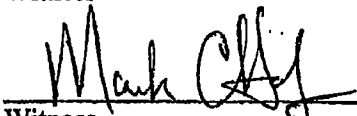
**MEMBERS:**

PIAZZA FAMILY LIMITED PARTNERSHIP, a  
 Pennsylvania Limited Partner by its Sole General  
 Partner:

  
 Witness

By:

  
 Vincent Piazza, General Partner

  
 Witness

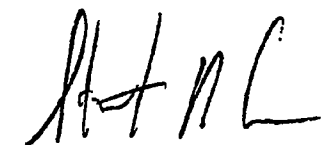
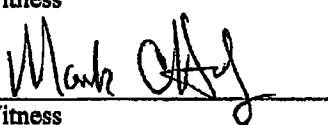
By:

  
 Rick a/k/a Frederick J. Rizzolo



[NOTE: Rick a/k/a Frederick J. Rizzolo is signing this Schedule to confirm that he has sold and transferred the membership interest previously owned by him to Piazza Family Limited Partnership, as reflected in the Revised Schedule above, and that he has no further interest in the Company.]

**REVISED SCHEDULE "A"**  
**TO**  
**OPERATING AGREEMENT FOR TEZ MANAGEMENT LLC**  
**MEMBERS, MEMBERSHIP INTERESTS AND PERCENTAGE INTERESTS**  
**EFFECTIVE DATE: MARCH 25, 2008**

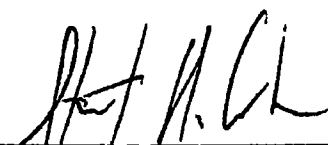
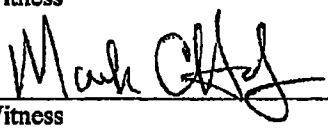
Member Name	Type of Membership Interest	Percentage Interest
Piazza Family Limited Partnership	There is only one type of Membership Interest	66 2/3%
Rick a/k/a Frederick J. Rizzolo		33 1/3%
<b>TOTAL</b>		<b><u>100%</u></b>

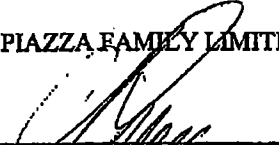
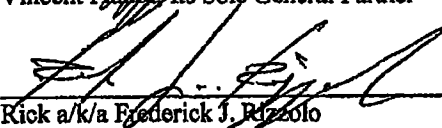
  
 Witness  
  
 Witness

**BOARD OF MANAGERS:**

  
 Vincent Piazza  
  
 Rick a/k/a Frederick J. Rizzolo [Resigning]

**MEMBERS:****PIAZZA FAMILY LIMITED PARTNERSHIP:**

  
 Witness  
  
 Witness

By:   
 Vincent Piazza, its Sole General Partner  
 By:   
 Rick a/k/a Frederick J. Rizzolo

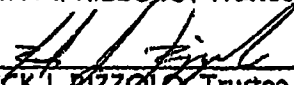
### **ASSIGNMENT**

THE UNDERSIGNED, for valuable consideration, hereby assigns, sets over and delivers all right and title in the Trust's membership interests in TEZ MANAGEMENT, LLC to RICK J. RIZZOLO.

Effective this 8th day of June, 2006.

THE RICK AND LISA RIZZOLO FAMILY  
TRUST, dated August 30, 2001

By: \_\_\_\_\_  
LISA M. RIZZOLO, Trustee

By:  \_\_\_\_\_  
RICK J. RIZZOLO, Trustee

### **CONSENT OF MANAGERS**

By executing this document, the undersigned expressly consents to the assignment of the Interest, approves the form and content of this document, and acknowledges that RICK J. RIZZOLO is (as to the Interest) a substituted Member.

 \_\_\_\_\_  
RICK J. RIZZOLO, Manager

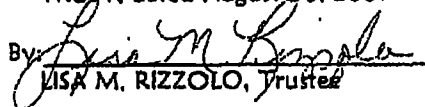
 \_\_\_\_\_ 3/25/08  
VINCENT PIAZZA, Manager

### **ASSIGNMENT**

THE UNDERSIGNED, for valuable consideration, hereby assigns, sets over and delivers all right and title in the Trust's membership interests in TEZ MANAGEMENT, LLC to RICK J. RIZZOLO.

Effective this 8th day of June, 2006.

THE RICK AND LISA RIZZOLO FAMILY  
TRUST, dated August 30, 2001


By:   
LISA M. RIZZOLO, Trustee

By: \_\_\_\_\_  
RICK J. RIZZOLO, Trustee

### **CONSENT OF MANAGERS**

By executing this document, the undersigned expressly consents to the assignment of the Interest, approves the form and content of this document, and acknowledges that RICK J. RIZZOLO is (as to the Interest) a substituted Member.


\_\_\_\_\_  
RICK J. RIZZOLO, Manager

 3/25/08  
\_\_\_\_\_  
VINCENT PIAZZA, Manager

RESIGNATION OF MANAGER

To: TEZ MANAGEMENT, LLC  
C/O Stuart N. Cohen  
Butera, Beausang, Cohen & Brennan  
[REDACTED]  
King of Prussia, PA 19406

I hereby tender my resignation as Manager of TEZ MANAGEMENT, LLC effective immediately.

  
\_\_\_\_\_  
RICK J. RIZZOLO  
DATED: MARCH 31, 2008

**RELEASE**

KNOW ALL MEN BY THESE PRESENTS that the undersigned, LIONS LIMITED PARTNERSHIP, DOMOLE LLC, RLR TRUST, and RICK A/K/A FREDERICK J. RIZZOLO (collectively the "Rizzolo Parties"), for One Dollar (\$1.00) and other good and valuable consideration, the legal sufficiency of which is hereby acknowledged and intending to be legally bound hereby, agree as follows:

I. **Release by Rizzolo Parties.** The Rizzolo Parties remise, release and forever discharge Vincent Piazza and Piazza Family Limited Partnership (collectively the "Piazza Parties"), The End Zone, Inc., TEZ Real Estate LP and TEZ Management LLC, their legal representatives, family members, shareholders, partners, members, employees, successors, assigns, officers, directors, executors, administrators, affiliates, parent companies and subsidiaries, of and from any and all manner of actions, causes of action, suits, debts, dues, accounts, bonds, notes, covenants, contracts, agreements, judgments, demands and claims whatsoever in law or equity, whether heretofore known, suspected or asserted, including without limitation any claims arising out of, relating to, resulting from or in any other way connected with the ownership and operation of The End Zone, Inc., TEZ Real Estate LP, TEZ Management LLC, Crazy Horse II Cabaret, or the premises at [REDACTED] and [REDACTED] [REDACTED], Philadelphia, Pennsylvania, but excluding the obligations of the Piazza Parties under the agreements set forth below in Section II, which are not released.

II. **Agreements Not Included in Release.** This Release does not release the Piazza Parties from their respective obligations under the following agreements: TEZ Management, LLC Purchase of Membership Interest Agreement between The Rick and Lisa Rizzolo Family Trust and the Piazza Family Limited Partnership, dated October 17, 2007, as amended by a First Amendment to Purchase of Membership Interest Agreement between Rick a/k/a Frederick J. Rizzolo, assignee of The Rick and Lisa Rizzolo Family Trust, and Piazza Family Limited Partnership, dated of even date herewith; and TEZ Real Estate LP Purchase of Limited Partnership Interest Agreement, dated October 17, 2007, between Lions Limited Partnership and Piazza Family Limited Partnership, as amended by a First Amendment to Purchase of Limited Partnership Interest Agreement, dated of even date herewith.

III. **Binding.** This Release shall be binding on the parties, their heirs, successors, personal representatives and assigns.

IV. **Counterparts/Faxes.** This Release may be executed in any number of counterparts, including counterparts transmitted by telecopier or facsimile, any one of which shall constitute an original

A handwritten signature, possibly reading "RJR", is located in the bottom right corner of the page.

of this Release. When counterparts or facsimile copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have set their hands and seals this 24th day of March, 2008.

IN THE PRESENCE OF:

LIONS LIMITED PARTNERSHIP, A  
NEVADA LIMITED PARTNERSHIP,  
BY ITS SOLE GENERAL PARTNER:

DOMOLE LLC, A NEVADA  
LIMITED LIABILITY COMPANY

Mark Chaf  
Witness

By: [Signature]  
Rick a/k/a Frederick J. Rizzolo, Manager

DOMOLE LLC, A NEVADA LIMITED  
LIABILITY COMPANY

Mark Chaf  
Witness

By: [Signature]  
Rick a/k/a Frederick J. Rizzolo, Manager

Mark Chaf  
Witness

[Signature] (SEAL)  
Rick a/k/a Frederick J. Rizzolo

RLR TRUST, dated November 2, 2001

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_

MAR-24-2008(MON) 15:21 PRITI A 5680

(FAX) 7023862737

P. 021/029

RELEASE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, LIONS LIMITED PARTNERSHIP, DOMOLE LLC, RLR TRUST, and RICK A/K/A FREDERICK J. RIZZOLO (collectively the "Rizzolo Parties"), for One Dollar (\$1.00) and other good and valuable consideration, the legal sufficiency of which is hereby acknowledged and intending to be legally bound hereby, agree as follows:

I. Release by Rizzolo Parties. The Rizzolo Parties remise; release and forever discharge Vincent Piazza and Piazza Family Limited Partnership (collectively the "Piazza Parties"), The End Zone, Inc., TEZ Real Estate LP and TEZ Management LLC, their legal representatives, family members, shareholders, partners, members, employees, successors, assigns, officers, directors, executors, administrators, affiliates, parent companies and subsidiaries, of and from any and all manner of actions, causes of action, suits, debts, dues, accounts, bonds, notes, covenants, contracts, agreements, judgments, demands and claims whatsoever in law or equity, whether heretofore known, suspected or asserted, including without limitation any claims arising out of, relating to, resulting from or in any other way connected with the ownership and operation of The End Zone, Inc., TEZ Real Estate LP, TEZ Management LLC, Crazy Horse II Cabaret, or the premises at [REDACTED] and [REDACTED], Philadelphia, Pennsylvania, but excluding the obligations of the Piazza Parties under the agreements set forth below in Section II, which are not released.

II. Agreements Not Included in Release. This Release does not release the Piazza Parties from their respective obligations under the following agreements: TEZ Management, LLC Purchase of Membership Interest Agreement between The Rick and Lisa Rizzolo Family Trust and the Piazza Family Limited Partnership, dated October 17, 2007, as amended by a First Amendment to Purchase of Membership Interest Agreement between Rick a/k/a Frederick J. Rizzolo, assignee of The Rick and Lisa Rizzolo Family Trust, and Piazza Family Limited Partnership, dated of even date herewith; and TEZ Real Estate LP Purchase of Limited Partnership Interest Agreement, dated October 17, 2007, between Lions Limited Partnership and Piazza Family Limited Partnership, as amended by a First Amendment to Purchase of Limited Partnership Interest Agreement, dated of even date herewith.

III. Binding. This Release shall be binding on the parties, their heirs, successors, personal representatives and assigns.

IV. Counterparts/Faxes. This Release may be executed in any number of counterparts, including counterparts transmitted by telecopier or facsimile, any one of which shall constitute an original

MAR-24-2008(MON) 15:12 PATTI A 5680

(FRX)7023862737

P 005/005

of this Release. When counterparts or facsimile copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have set their hands and seals this 24<sup>th</sup> day of MARCH, 2008.

IN THE PRESENCE OF:

LIONS LIMITED PARTNERSHIP, A  
NEVADA LIMITED PARTNERSHIP,  
BY ITS SOLE GENERAL PARTNER:

DOMOLE LLC, A NEVADA  
LIMITED LIABILITY COMPANY

Mark Chay  
Witness

By:

[Signature]  
Rick a/k/a Frederick J. Rizzolo, Manager

DOMOLE LLC, A NEVADA LIMITED  
LIABILITY COMPANY

Mark Chay  
Witness

By:

[Signature]  
Rick a/k/a Frederick J. Rizzolo, Manager

Mark Chay  
Witness

[Signature] (SEAL)  
Rick a/k/a Frederick J. Rizzolo

RLR TRUST dated November 2, 2001

[Signature]  
Witness

By:

[Signature]  
Name: JOHN E. LAWSON

[Signature]  
Witness

By:

SOUTHPAC TRUST INTERNATIONAL INC.  
Name: by its authorized representative

[Signature] 26 MAR 2008

**RELEASE**

KNOW ALL MEN BY THESE PRESENTS that the undersigned, LISA M. RIZZOLO ("Lisa Rizzolo"), for One Dollar (\$1.00) and other good and valuable consideration, the legal sufficiency of which is hereby acknowledged and intending to be legally bound hereby, agrees as follows:

I. **Release by Lisa Rizzolo.** Lisa Rizzolo does hereby remise, release and forever discharge Vincent Piazza and Piazza Family Limited Partnership (collectively the "Piazza Parties"), The End Zone, Inc., TEZ Real Estate LP and TEZ Management LLC, their legal representatives, family members, shareholders, partners, members, employees, successors, assigns, officers, directors, executors, administrators, affiliates, parent companies and subsidiaries, of and from any and all manner of actions, causes of action, suits, debts, dues, accounts, bonds, notes, covenants, contracts, agreements, judgments, demands and claims whatsoever in law or equity, whether heretofore known, suspected or asserted, including without limitation any claims arising out of, relating to, resulting from or in any other way connected with the ownership and operation of The End Zone, Inc., TEZ Real Estate LP, TEZ Management LLC, Crazy Horse II Cabaret, or the premises at [REDACTED] and [REDACTED], [REDACTED], Philadelphia, Pennsylvania, but excluding the obligations of the Piazza Parties under the agreements set forth below in Section II, which are not released.

II. **Agreements Not Included in Release.** This Release does not release the Piazza Parties from their respective obligations under the following agreements: TEZ Management, LLC Purchase of Membership Interest Agreement between The Rick and Lisa Rizzolo Family Trust and the Piazza Family Limited Partnership, dated October 17, 2007, as amended by a First Amendment to Purchase of Membership Interest Agreement between Rick a/k/a Frederick J. Rizzolo, assignee of The Rick and Lisa Rizzolo Family Trust, and Piazza Family Limited Partnership, dated of even date herewith; and TEZ Real Estate LP Purchase of Limited Partnership Interest Agreement, dated October 17, 2007, between Lions Limited Partnership and Piazza Family Limited Partnership, as amended by a First Amendment to Purchase of Limited Partnership Interest Agreement, dated of even date herewith.

III. **Binding.** This Release shall be binding on the parties, their heirs, successors, personal representatives and assigns.

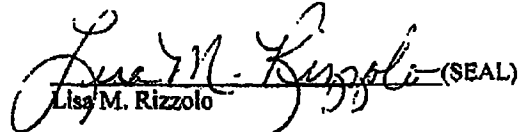
IV. **Counterparts/Faxes.** This Release may be executed in any number of counterparts, including counterparts transmitted by telecopier or facsimile, any one of which shall constitute an original of this Release. When counterparts or facsimile copies have been executed by all parties, they shall have

the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Lisa M. Rizzolo has set her hand and seal this 18<sup>th</sup> day of March, 2008.

IN THE PRESENCE OF:

  
Witness

 (SEAL)  
Lisa M. Rizzolo

04/02/08 09:59 FAX 6106308877

PIAZZA MANAGEMENT CO

PUTERA BEAUSANG

002

04/01/08 14:21 FAX

PIAZZA

002

**ORIGINAL**

V. Piazza to  
Sign & date

**TEZ REAL ESTATE LP**

**CONSENT OF TEZ REAL ESTATE LP TO TRANSFER OF  
LIONS LIMITED PARTNERSHIP LIMITED PARTNERSHIP INTEREST**

TEZ REAL ESTATE LP ("TEZ"), intending to be legally bound hereby, consents to the transfer by LIONS LIMITED PARTNERSHIP of its 33% limited partnership interest in TEZ REAL ESTATE LP to PIAZZA FAMILY LIMITED PARTNERSHIP ("PFLP"). TEZ hereby irrevocably waives any right it may have to purchase the limited partnership interest being sold by Lions Limited Partnership to PFLP, including without limitation any rights of first refusal with respect to said limited partnership interests under Article VIII.3 of the Limited Partnership Agreement. TEZ further consents to PFLP being admitted as a Substitute Partner in place of Lions Limited Partnership with respect to the partnership interest being transferred.

IN WITNESS WHEREOF, TEZ REAL ESTATE LP has executed this Consent the

2 day of April, 2008.

TEZ REAL ESTATE LP, a Pennsylvania Limited Partnership by its Sole General Partner

TEZ MANAGEMENT LLC, a Pennsylvania Limited Liability Company

By:

  
Vincent Piazza, Manager

By:

  
Rick a/k/a Frederick J. Rizzolo, Manager

PROMISSORY NOTE

\$250,000

Dated: As of February 11, 2005

04/02/08

For value received and intending to be legally bound, TEZ REAL ESTATE LP, a Pennsylvania limited partnership, of [REDACTED] Norristown, Pennsylvania 19403 ("Maker") promises to pay to the order of LIONS LIMITED PARTNERSHIP, a Nevada limited partnership (hereinafter called "Payee"), of [REDACTED] Las Vegas, NV 89102 or such other place as Payee may designate in writing the principal sum of Twenty-Five Thousand Dollars (\$250,000) lawful money of the United States of America, together with interest on the outstanding principal balance thereof at a rate which is equal to 1% above the Prime Rate of interest as announced from time to time by Sovereign Bank.

Principal and interest will be repaid in accordance with the terms of that certain Limited Partnership Agreement for TEZ Real Estate LP, dated February 11, 2005 by and among Maker, Payee, TEZ Management LLC, Lions Limited Partnership and Rosalia Coscia (the "Limited Partnership Agreement").

The undersigned shall have the right to prepay in whole or in part any amounts due under this Note, without penalty.

In the event any of the aforesaid payments of interest shall become overdue for a period in excess of 15 days, the Maker shall pay to Payee a "late charge" of five cents for each dollar so overdue.

If any default be made in the payment of any amount of principal or interest on the date on which it shall fall due and such default shall continue for 30 days after written notice of default and opportunity to cure from Payee, then in such event the entire unpaid balance of said principal sum together with interest accrued thereon shall at the option of Payee become immediately due and payable; and in such case Payee may also recover all costs of suit and other expenses in connection therewith, including a reasonable attorney's fee for collection.

Maker hereby waives presentment for payment, demand, notice of nonpayment (except as specifically set forth above) and notice of protest of this Note. The granting, without notice, of any extension of time for the payment of any sum due under this Note or the Mortgage or for the performance of any covenant, condition, or agreement thereof, or the taking or release of other or additional security shall in no way release or discharge the liability of the Maker.

If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be construed in favor of Payee in order to effect the provisions of the Note.

This Note is non-assignable and non-negotiable and is subject to the terms of the Limited Partnership Agreement. Subject to the foregoing restriction on assignments and transfers, the words "Payee" and "Maker" whenever occurring herein shall be deemed and construed to include the respective heirs, successors and assigns of Payee and Maker. This instrument shall be construed according to and governed by the laws of the Commonwealth of Pennsylvania.

Feb. 14. 2005 4:20PM POWER COMPANY INC  
02/14/2005 Feb. 14. 2005 3:06PM COMPANY INC  
3098 TEZ MANAGEMENT CO

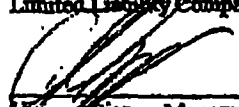
No. 8828 P. 8  
No. 8824 P. 6/13

IN WITNESS WHEREOF, and intending to be legally bound hereby, Maker has duly  
executed this Note the day and year first above mentioned.

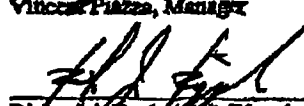
TEZ REAL ESTATE LP, a Pennsylvania Limited  
Partnership by its Sole General Partner

TEZ MANAGEMENT LLC, a Pennsylvania  
Limited Liability Company

By:

  
Vincent Piazza, Manager

X By:

  
Rick and Frederick J. Rizzolo, Manager

By:

  
Rosalia Coscia, Manager

EXHIBIT “3”

**Betsy Brooks**

---

From: Stuart Cohen  
Sent: Wednesday, November 03, 2010 3:33 PM  
To: Richard Oriow; js@piazmanagement.com; dp@piazmanagement.com  
Subject: FW: Rizzolo matter

All,

See attached from Rizzolo's attorney. Stu

-----Original Message-----

From: Dominic P. Gentile [mailto:dgentile@gordonsilver.com]  
Sent: Wednesday, November 03, 2010 12:04 PM  
To: Stuart Cohen  
Subject: Rizzolo matter

Thank you for speaking with me a few minutes ago about the Lions Limited paayments matter. Since I have not ever received the amortization schedule that you referenced, I have no ability to verify the accuracy of the repayment in full to Bart Rizzolo and his estate of the money owed to him that he expended to keep the property safe from foreclosure and/or becoming worthless. Please forward the schedule to me.

In the meantime, please make any payments which you believe are no longer governed by the assignment to Bart Rizzolo under the assignment into a separate account and keep them safe. Rick Rizzolo should not and cannot have any ability to reach those funds. The right to those funds is in dispute at this time and I do not want Rick to have access to them until the dispute is resolved.

Thanks for your cooperation in this matter. I shall send a hard copy letter to you soon to further articulate our position and needs.

Dominic P. Gentile Esq.  
Gordon Silver  
3960 Howard Hughes Pkwy.  
Ninth Floor  
Las Vegas, NV 89169  
Tel: 702.796.5555  
Fax: 702.369.2666  
E-mail: dgentile@gordonsilver.com

**Gordon Silver Standard Disclaimer**

DO NOT read, copy or disseminate this communication unless you are the intended addressee. This e-mail communication may contain confidential and/or privileged information intended only for scohen@buteralaw.com. If you have received this communication in error, please call us (collect) immediately at (702) 796-5555 and ask to speak to Dominic Gentile Esq. Also please e-mail the sender and notify the sender immediately that you have received the communication in error.

**Tax Opinion Disclaimer**

To comply with IRS regulations, we advise that any discussion of Federal tax issues in this E-mail was not intended or written to be used, and cannot be used by you, i) to avoid any penalties imposed under the Internal Revenue Code or, ii) to promote, market or recommend to another party any transaction or matter addressed herein.



EXHIBIT “4”

Form <b>668-W(ICS)</b> (Rev. July 2002)	Department of the Treasury – Internal Revenue Service <b>Notice of Levy on Wages, Salary, and Other Income</b>
DATE: <b>05/05/2011</b> REPLY TO: <b>Internal Revenue Service</b> <b>SANDRA D COBOS</b> [REDACTED] [REDACTED] <b>LAS VEGAS, NV 89106</b>  TO: <b>DIAMOND DIVERSIFIED HOLDINGS INC</b> <b>CELLULAR CENTER &amp; AFFORDABLE HOME T</b> [REDACTED] <b>LAS VEGAS, NV 89103</b>	TELEPHONE NUMBER OF IRS OFFICE: [REDACTED]  NAME AND ADDRESS OF TAXPAYER: <b>RICK J RIZZOLO</b> [REDACTED] <b>HENDERSON, NV 89012-7220</b>  IDENTIFYING NUMBER(S): [REDACTED]  <div style="text-align: center;"><b>RIZZ</b></div>

Kind of Tax	Tax Period Ended	Unpaid Balance of Assessment	Statutory Additions	Total
1040	12/31/2006	\$1,016,092.30	\$328,786.48	\$1,344,878.78
			<b>Total Amount Due   ⇒</b>	<b>\$1,344,878.78</b>

We figured the interest and late payment penalty to **06/04/2011**

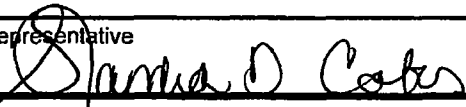
**THIS ISN'T A BILL FOR TAXES YOU OWE. THIS IS A NOTICE OF LEVY TO COLLECT MONEY OWED BY THE TAXPAYER NAMED ABOVE.**

The Internal Revenue Code provides that there is a lien for the amount shown above. Although we have given the notice and demand required by the Code, the amount owed hasn't been paid. This levy requires you to turn over to us: (1) this taxpayer's wages and salary that have been earned but not paid, as well as wages and salary earned in the future until this levy is released, and (2) this taxpayer's other income that you have now or for which you are obligated.

We levy this money to the extent it isn't exempt, as shown in the instructions. Don't offset money this person owes you without contacting us at the telephone number shown above for instructions.

**If you don't owe money to this taxpayer, please call us at the telephone number at the top of this form. Instead of calling us you may complete the back of Part 3, attach it as a cover to the rest of this form, and return all parts to IRS in the enclosed envelope.**

**If you do owe money to this taxpayer, please see the back of this page for instructions on how to act on this notice.**

Signature of Service Representative <b>SANDRA D COBOS</b> 	Title <b>ACTING MANAGER</b>
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Part 1 – For Employer or other Addressee

Catalog No. 35390F

[www.irs.gov](http://www.irs.gov)

Form **668-W(ICS)** (7-2002)

**IF MONEY IS DUE THIS TAXPAYER**

Give the taxpayer Parts 2, 3, 4 and 5, as soon as you receive this levy. Part of the taxpayer's wages, salary, or other income is exempt from levy. To claim exemptions, the taxpayer must complete and sign the Statement of Exemptions and Filing Status on Parts 3, 4, and 5 and return Parts 3 and 4 to you within 3 work days after you receive this levy. The taxpayer's instructions for completing the Statement of Exemptions and Filing Status are on the back of Part 5.

Send us the taxpayer's take home pay minus the exempt amount which is described below, on the same dates that payments are made, or are due, to the taxpayer. Unless we tell you that a deduction should not be allowed, allow the taxpayer's payroll deductions which were in effect when you received this levy in determining the take home pay. Do not allow the taxpayer to take new voluntary payroll deductions while this levy is in effect. The method of payment to the taxpayer, for example, direct deposit, has no bearing on take home pay. Direct deposit is not considered a payroll deduction.

When you send us your check, **complete the back of Part 3 of this form**, attach it to the check, and mail them to us in the enclosed envelope. **Make your check payable to United States Treasury. Please write on the check (not on a detachable stub) the taxpayer's name, identifying number(s), kind of tax, and tax periods shown on Part 1, and the words "LEVY PROCEEDS."**

**This levy remains in effect for all wages and salary for personal services until we send you a release of levy.\*** Wages and salary include fees, commissions, and bonuses. If more than one payment is necessary to satisfy the levy, send additional payments to the Internal Revenue Service address shown on your copy of this levy, and make out your check as described above.

**This levy remains in effect for benefit and retirement income if the taxpayer has a current fixed right to future payments, until we send you a release of levy.**

**For income other than wages and salary, and benefit and retirement income as described above, this levy is effective only for funds you owe the taxpayer now.** We may issue another levy if necessary. However, this levy attaches to all obligations you owe the taxpayer at the time you receive it, even though you plan to make the payment at a later date.

**INSTRUCTIONS FOR FIGURING THE AMOUNT EXEMPT FROM THIS LEVY**

There are three steps in figuring the amount exempt from this levy.

1. When you receive the completed Parts 3 and 4 from the taxpayer, use item 1 of the enclosed table (Publication 1494) to figure how much wages, salary, or other income is exempt from this levy. Find the correct block on the table using the taxpayer's filing status, number of personal exemptions claimed, and pay period. Be sure you allow one exemption for the taxpayer, in addition to one for each person listed on Parts 3 and 4, unless, "I cannot claim myself as an exemption," is written next to the taxpayer's signature. If no Social Security Number is provided for a personal exemption, do not allow that exemption, unless "Less than six months old" is written in the space for that person's Social Security Number. If you don't receive the completed Parts 3 and 4, then the exempt amount is what would be exempt if the taxpayer had returned them indicating married filing separate and only the taxpayer is claimed as a personal exemption. Don't use the information on the taxpayer's Form W-4, Employee's Withholding Allowance Certificate, to determine the amount that is exempt from this levy. That information can be different from what is filed on the employee's individual income tax return.

2. If the taxpayer, or the taxpayer's spouse, is at least 65 years old and/or blind, an additional amount is exempt from this levy. To claim this, the taxpayer counts one for each of the following: (a) the taxpayer is 65 or older, (b) the taxpayer is blind, (c) the taxpayer's spouse is 65 or older, and (d) the taxpayer's spouse is blind. Then, this total (up to 4) is entered next to "ADDITIONAL STANDARD DEDUCTION" on the Statement of Exemptions and Filing Status. If the taxpayer has entered a number in this space, use item 2 of the enclosed table to figure the additional amount exempt from this levy.

3. The amount the taxpayer needs to pay support, established by a court or an administrative order, for minor children is also exempt from the levy, but the court or administrative order must have been made before the date of this levy. These children can't be claimed as personal exemptions on Parts 3, 4, and 5.

If the taxpayer's exemptions, filing status, or eligibility for additional standard deduction change while this levy is in effect, the taxpayer may give you a new statement to change the amount that is exempt. You can get more forms from an IRS office. If you are sending payments for this levy next year, the amount that is exempt doesn't change merely because the amount that all taxpayers can deduct for exemptions, filing status, and additional standard deductions on individual income tax returns changes for the new year. However, if the taxpayer asks you to recompute the exempt amount in the new year by submitting a new Statement of Exemptions and Filing Status, even though there may be no change from the prior statement, you may use the new year's exemption table. This change applies to levies you already have as well as this one. If you are asked to recompute the exempt amount and you don't have the new year's exemption table, you may order one by calling 1-800-829-3676. Ask for Publication 1494. This publication is also available at our internet site [www.irs.gov](http://www.irs.gov). The taxpayer submits the information under penalties of perjury, and it is subject to verification by the Internal Revenue Service.

EXHIBIT “5”

## Gordon Silver

Attorneys and Counselors at Law

June 10, 2011

Eric Christiansen, Officer  
United States Department of Parole & Probation  
Foley Federal Building  
300 Las Vegas Boulevard South  
Suite 1200  
Las Vegas, NV 89101

Re: United States of America v. Fredrick Rizzolo, Case No. 2:006-CR-186  
Our File Number: 102472-001

Dear Eric:

As you know, we represent Mr. Rizzolo in the above titled matter. According to the Internal Revenue Service, Mr. Rizzolo currently has a balance, including statutory additions, of approximately \$1,344,878.78 stemming from his 2006 Form 1040 tax return. Moreover, he currently owes restitution to the Henrys' as one of the conditions of his supervised release. In an effort to assist Mr. Rizzolo with satisfying the tax obligation, we request permission to negotiate an offer in compromise with the IRS. In order to do so, Mr. Rizzolo will be required to borrow money. It seems to me that it is a waste of precious resources to incur additional legal fee obligations in pursuit of this goal without first learning from you if you would be inclined to allow that to happen. Obviously, the Lions Limited Partnership payments that have been kept in a separate account could be a source of such funds and contingent future payments might be assignable as part of the offer and compromise or to secure a loan to pay the IRS.

In the event a successful negotiation is reached with the IRS, Mr. Rizzolo will request your authorization prior to entering into a binding loan agreement. However, it seems foolish to just sit by and do nothing under the circumstances. I am sure that you appreciate his dilemma, and unfortunately you are the only one who can give him the authority to take the above mentioned actions in an attempt to extricate himself from what is a sometimes daunting set of circumstances. Please advise me as soon as possible as to your willingness to allow this to occur. I am certain that you will discuss this proposal with Judge Pro before responding, but I urge you to do so without delay.

Very truly yours,

GORDON SILVER



DOMINIC P. GENTILE, ESQ.

DPG/alj

cc: Sandra Cobos