LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

177680

April 22, 2010

Mr. James Wilmot
Receivership of Amapola Orange
3800 Howard Hughes Parkway, Suite #1200
Las Vegas, Nevada 89169

RE: EOT-35880 – EXTENSION OF TIME
CITY COUNCIL MEETING OF APRIL 21, 2010

Dear Applicant:

The City Council at a regular meeting held April 21, 2010, APPROVED the request for an Extension of Time of a previously approved Special Use Permit (SUP-22251) FOR A PROPOSED SUPPER CLUB WITH A WAIVER TO ALLOW 152 FEET SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS RQUIRED at 2000 South Rainbow Boulevard, Suite 108-110 (AON 163-02-313-011), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 22, 2010. This approval is subject to:

Planning and Development

1. This Special Use Permit (SUP-22251) shall expire on September 5, 2010 unless another Extension of Time is approved by City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-22251) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Jit Mann
1417 Misty Mart Street
Las Vegas, Nevada 89117

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

LAS VEGAS CITY COUNCIL

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RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

177028

January 22, 2010

Mr. James Wilmot
Receivership of Amapola Orange
3800 Howard Hughes Parkway, Suite #1200
Las Vegas, Nevada 89169

RE: EOT-35880 – EXTENSION OF TIME
CITY COUNCIL MEETING OF JANUARY 20, 2010

Dear Applicant:

The City Council at a regular meeting held January 20, 2010, HELD IN ABEYANCE the request for an Extension of Time of a previously approved Special Use Permit (SUP-22251) FOR A PROPOSED SUPPER CLUB WITH A WAIVER TO ALLOW 152 FEET SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS RQUIRED at 2000 South Rainbow Boulevard, Suite 108-110 (AON 163-02-313-011), C-1 (Limited Commercial) Zone.

This item will be heard during the 1:00 p.m. Planning and Development discussion portion of the April 21, 2010 City Council Meeting. It is recommended that you or your representative be in attendance at this meeting. If you or your representative chooses not to attend, the City Council may act in your absence without your input.

Sincerely,

Angela Croll

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Jit Mann
1417 Misty Mart Street
Las Vegas, Nevada 89117

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Hansen Sheet

HANSEN SHEET

Separator Sheet

City of Las Vegas
400 Stewart Ave
Las Vegas, NV 89101-2927

EOT Application

Report Date 10/07/2009 02:00 PM **Submitted By**

A/P # 35880 EXTENSION OF TIME

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	09/03/2009 11:42	985148	**Temp COO**		
Approved			**COO Issued**		
Final			**Expires**		

Associated Information

Type of Work			**# Plans**	0
Dept of Commerce			**# Plans**	0
Priority	☒	**Auto Reviews**	**Bill Group**	

Valuation

Declared Valuation	0.00
Calculated Valuation	0.00
Actual Valuation	0.00

Description of Work

EOT-35880 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: JIT & NIRMAL MANN - OWNER: RECEIVERSHIP ESTATE OF AMAPOLA ORANGE, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-22251) FOR A PROPOSED SUPPER CLUB WITH A WAIVER TO ALLOW 152 FEET SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS REQUIRED at 2000 South Rainbow Boulevard, Suite 108-110 (APN 163-02-313-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

Parent A/P # 22251
Project # 35880 **Project/Phase Name** MAHARAJA PALACE **Phase #**
Size/Area 3.55 ACRE **Size Description** **Subdivision Code**
Proposed Start **Proposed Stop** **% Completed** 0.00
% Complete Formula

Property/Site Information

Parcel 16302313011

Location

Owner/Tenant

Contact ID AC1125854 **Name** AMAPOLA ORANGE L L C
Mailing Address 251 S ORANGE ACRES DR **Organization**
City ANAHEIM HILLS **State/Province** CA
ZIP/PC 92807-3617 **Country** ☐ **Foreign**
Day Phone **Evening Phone**
Fax **Mobile #**

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

1980 S RAINBOW BLVD
LAS VEGAS, 89146-

1950 S RAINBOW BLVD 105
LAS VEGAS, 89146-

1950 S RAINBOW BLVD 104
LAS VEGAS, 89146-

1980 S RAINBOW BLVD 100
LAS VEGAS, 89146-

1980 S RAINBOW BLVD 102
LAS VEGAS, 89146-

Address	Parcel Link	A/P Link
1980 S RAINBOW BLVD 103 LAS VEGAS, 89146-		
2000 S RAINBOW BLVD 100 LAS VEGAS, 89146-		
2000 S RAINBOW BLVD 108 LAS VEGAS, 89146-		
2000 S RAINBOW BLVD 110 LAS VEGAS, 89146-		
2050 S RAINBOW BLVD LAS VEGAS, 89146-		
1950 S RAINBOW BLVD 103 LAS VEGAS, 89146-		
2000 S RAINBOW BLVD LAS VEGAS, 89146-		
2000 S RAINBOW BLVD 104 LAS VEGAS, 89146-		
2000 S RAINBOW BLVD 106 LAS VEGAS, 89146-		
1950 S RAINBOW BLVD LAS VEGAS, 89146-		
1950 S RAINBOW BLVD 100 LAS VEGAS, 89146-		

A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

16302313011

Applicants/Contacts

Primary N **Capacity** OWNER **Contact ID** AC1125854 ☐ **Foreign**
Effective **Expire**
Name AMAPOLA ORANGE L L C
Day Phone **Eve Phone** **Organization**
Pager **PIN #** **Position**
Fax **Mobile** **Profession**
E-Mail
Address 251 S ORANGE ACRES DR
ANAHEIM HILLS, CA 92807-3617
Seasonal Addr

Valid From **To**
Comments No Comments

Primary Y **Capacity** APPL **Contact ID** AC1561513 ☐ **Foreign**
Effective **Expire**
Name JIT & NIRMAL MANN
Day Phone (702)338-2026 x **Eve Phone** **Organization**
Pager **PIN #** **Position**
Fax (702)267-0290 **Mobile** **Profession**
E-Mail
Address 1417 MISTY MOAT ST.
LAS VEGAS, NV 89117
Seasonal Addr

Valid From **To**
Comments No Comments

Contractors

No Contractors

Activity Review Details

Detail SUBMITTAL CHECKLIST (EOT) **Modified By** EDUVALL **Modified Date/Time** 09/03/2009 11:41
Comments
No Comments

SUBMITTAL CHECKLIST

Indicate if item is being submitted

- Y **Application/Petition Form**
- Y **Justificaton Letter**
- Y **Laser Print Site Plan**
- Y **Laser Print Floor Plan**
- Y **Laser Print Elevation**
- Y **Statement of Financial Interest**
- Y **Copy of Approval Letter**

- N **Business Licensing Requirements Met**
- Y **Business License Exempt**

EXTENSION OF TIME

Y **Will this go to the City Council?**

Y **Will this go DIRECTLY to City Council?**

Parent Application Type SUP

Parent Project # 22251

Staff Recommendation

Meeting information

Final City Council letter received

Annotated minutes received

Hearing Type

Public, Non-Public or Admin? NON-PUBLIC

Meeting Grid Meeting Date Comments Added By	Meeting Type Add Date	Meeting Status Modified by	Modified Date	YES Votes	NO Votes	ABSTENTIONS
10/21/2009	CC	SCHEDULED		0	0	0
EDUVALL	09/03/2009	EDUVALL	09/03/2009			

Template Type	A/P #	A/P Type	Status	Stage
No children exist for this project				

Employee Employee ID	Last	First	MI	Comments
920220	SULLIVAN	CAROL	S	
984478	SULLIVAN	DEBORAH	J	Planning x6895
950427	REID	GARY	D	DevCo

Log Action Comments	Description	Entered By	Start	Stop	Hours
PAYMNT	CO NAME WHO PICKED UP CONTACT#	983657	09/03/2009 11:46		0.00
Maharaja Palace ck 1424 / 338-2026 / Jit Mann					

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time
Project Address (Location) 2000 S. Rainbow Blvd. Ste. 108 & 110
Project Name Maharaja Palace **Proposed Use** Supper Club
Assessor's Parcel #(s) APN 16302.313-011 **Ward #** 1
General Plan: existing ✓ proposed **Zoning:** existing ✓ proposed
Commercial Square Footage 45221 **Floor Area Ratio** 6953
Gross Acres 354 Acres **Lots/Units** 2 **Density** C1
Additional Information

PROPERTY OWNER Receivership of Amapola Orange **Contact** James Wilmot
Address 3800 Howard Hughes Pkwy #1200 **Phone:** 702.688.6929 **Fax:** 702.697.7920
City Las Vegas **State** NV **Zip** 89169

APPLICANT Jit & Nirmal Mann **Contact** Jit Mann
Address 1417 Misty Mort St. **Phone:** 702.338.2066 **Fax:** 702.267.0590
City Las Vegas **State** NV **Zip** 89117

REPRESENTATIVE **Contact**
Address **Phone:** **Fax:**
City **State** **Zip**

Property Owner Signature* [signature]
*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
Print Name James R. Wilmot on behalf of the Receivership Estate at Amapola Orange, a CA LLC
Subscribed and sworn before me
This 2 day of September, 2009.

Notary Public in and for said County and State

DUFFY LYLES
Notary Public - State of Nevada
No. 06-105259-1
My Commission Expires May 10, 2010

FOR DEPARTMENT USE ONLY

Case #	EOT - 35880
Meeting Date:	10/21/09
Total Fee:	$ 300.00
Date Received:*	09/03/09
Received By:	Cy Van

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-35880 APN: 163-02-313-011

Name of Property Owner: Receivership of Amapola Orange, LLC

Name of Applicant: Jit Mann

Name of Representative: Jit Mann

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes X No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: ____________

Partner(s): ____________ ____________

APN: ____________

Signature of Property Owner: ____________

Print Name: James R. Wilmot on behalf of the Receivership Estate of Amapola Orange, a CA LLC

Subscribed and sworn before me

This 2 day of September, 2009

____

Notary Public in and for said County and State

DUFFY LYLES
Notary Public - State of Nevada
No. 06-105259-1
My Commission Expires May 10, 2010

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.doc

To: Planning Development Department
731 S. Fourth St.
Las Vegas, NV 89107

From: Jit & Nirmal Mann
Maharaja Palace
2000 S. Rainbow Blvd.
Suite 108 & 110
Las Vegas, NV 89146

August 29, 2009

To Whom It May Concern:
Dear Sir or Madam,

We were approved at the above location for a Special Use Permit # SUP-22251 and VAR22252 on September 5, 2007. Since then all the plans had been approved by your department. We are actively pursuing the contractors to complete the tenant improvements project. Recently we have awarded the contract to Las Vegas Homes and Development General Contractor #0070224, Tina Morgan. They are actively working on the T.I. project, but we need an EXTENSION of TIME for the special use permit. We will be highly obliged if you approve the extension.

Thank you,

Sincerely

Jit Mann

Jit Mann,
Managing Member
Maharaja Palace LLC
cell#702 338 2026 Fax# 702.267.0290.

RECEIVED
SEP 03 2009

EOT-35880
10-21-09 CC

COMMERCE CRG
FULL SERVICE COMMERCIAL REAL ESTATE

Las Vegas Downtown Office
300 S. Fourth Street, Suite 815
Las Vegas, Nevada 89101
(702) 796-7900 • Fax (702) 796-7920
www.commercecrg.com

September 9, 2009

Mr. Evan Duval
Clark County Planning Department
Las Vegas, NV

Dear Mr. Duval,

I am wringing this letter per your request to authorize James Wilmot to sign the permit application extension for Maharaja Palace on behalf of the Receivership Estate of Amapola Orange. Mr. Wilmot is the Property Manager for this property, as well as other properties within Commerce CRG of Nevada, LLC.

Sincerely,

David L. Jewkes
Court Appointed Receiver for the Estate of Amapola Orange
Managing Director, Commerce CRG of Nevada, LLC

Allen M. Hillis
Managing Partner
Commerce CRG of Nevada, LLC

I Duffy Lyles as a State of Nevada Public notary hereby notarize and authenticate the Signature of Allen M. Hillis on September 9, 2009 for he was the only Party Present.

DUFFY LYLES
Notary Public - State of Nevada
No. 06-105259-1
My Commission Expires May 10, 2010

RECEIVED

SEP 03 2009

CITY OF LAS VEGAS NEVADA

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

September 7, 2007

Ms. Edith Cserni
Amapola-Orange LLC
20408 Amapola Avenue
Orange, California 92869

RE: SUP-22251 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF SEPTEMBER 5, 2007

Dear Ms. Cserni:

The City Council at a regular meeting held September 5, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED SUPPER CLUB WITH A WAIVER TO ALLOW A 152 FOOT SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS REQUIRED at 2000 South Rainbow Boulevard, Suite 108-110 (APN 163-02-313-011), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on September 6, 2007. This approval is subject to:

Planning & Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for a Supper Club use, except as modified herein.

2. Conformance to the conditions for Rezoning (Z-0081-94), and Plot Plan Review (Z-0081-94(1)) if approved.

3. A Waiver to allow a 152-foot separation from a Child Care Facility where 400 feet is required is hereby granted.

4. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

RECEIVED
SEP 03 2009

EOT-35880
10-21-09 CC

Ms. Edith Cserni
SUP-22251 – Page Two
September 7, 2007

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Jit Mann
Maharaja Palace
2000 South Rainbow Boulevard, Suites #108 and #110
Las Vegas, Nevada 89146

Mr. David McKee
4495 West Hacienda, #11C
Las Vegas, Nevada 89118

COMMERCE CRG
FULL SERVICE COMMERCIAL REAL ESTATE

EXCLUSIVE MANAGEMENT / LEASING AGREEMENT

EXCLUSIVE MANAGEMENT / LEASING AGREEMENT

This EXCLUSIVE MANAGEMENT / LEASING AGREEMENT is dated July 9, 2009, between RECEIVERSHIP ESTATE OF AMAPOLA ORANGE LLC (hereinafter referred to as "RECEIVERSHIP ESTATE") and COMMERCE CRG OF NEVADA, LLC (hereinafter referred to as 'BROKER").

WITNESSETH:

In consideration of the mutual promises and covenants hereinafter contained, David L. Jewkes, Receiver in its capacity for the RECEIVERSHIP ESTATE and BROKER hereby agree to the following:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used herein, the following terms shall have the respective meanings indicated below:

BROKER:	COMMERCE CRG OF NEVADA, LLC
RECEIVERSHIP ESTATE:	RECEIVERSHIP ESTATE OF AMAPOLA ORANGE LLC
RECEIVER:	DAVID L. JEWKES
PROJECT:	PLAZA DE COLORES

IMPOSITIONS: All taxes, assessments, water, sewer or other similar rents, rates and charges, levies, license fees, permit fees, inspection fees and other authorization fees and charges which at any time may be assessed, levied, confirmed or imposed on the PROJECT or the operation thereof.

OPERATING MONTH: each calendar month beginning with the term of this Agreement, as defined in Article II herein below.

1.2 References. Except as otherwise specifically indicated, all references to Articles, Section and Subsection numbers refer to Articles, Sections and Subsections of this Agreement, and all references to Exhibits refer to the Exhibits attached hereto. The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import, refer to this Agreement as a whole and not to any particular Section or Subsection hereof.

ARTICLE II

TERM

2.1 The term of this agreement shall commence on July 9, 2009. Subject to sooner termination as hereinafter provided, said term shall continue through July 8, 2010. Either party can terminate this agreement at anytime with sixty (60) days notice to the other party. Upon the expiration date, Agreement will automatically renew for one year periods.

ARTICLE III

BROKER AUTHORITY AND DUTIES OF BROKER

3.1 Employment of BROKER. RECEIVERSHIP ESTATE hereby employs as its sole and exclusive managing agent for the operation of the PROJECT, subject to "Major Decisions" as provided in Section 8.1 hereof.

3.2 Acceptance of Employment. BROKER hereby accepts such employment and agrees to perform all services necessary for the care, protection, maintenance and operation of the PROJECT, including, without limitations, the following:

(a) collect all rents and other income from the PROJECT;

(b) employ, supervise, discharge, and pay on behalf of and for the RECEIVERSHIP ESTATE all servants, employees, or contractors necessary to be employed in the management and operation of the PROJECT; BROKER shall not be liable to the RECEIVERSHIP ESTATE or to others for any act or omission on the part of such employees if BROKER has taken reasonable care in its employment and supervision;

(c) purchase on behalf of and in the name of the RECEIVERSHIP ESTATE, all equipment, tools, appliances, materials, supplies, uniforms, services, laundry services, exterminating and other services necessary for the maintenance or operation of the PROJECT;

(d) enter into such contracts on behalf of and in the name of the RECEIVERSHIP ESTATE as are necessary for the furnishing of utilities and maintenance and other services to the PROJECT;

(e) make, at the expense of RECEIVERSHIP ESTATE, all repairs, decorations, revisions, alterations and improvements to the PROJECT s are necessary for the proper maintenance thereof in good order, condition and repair;

(f) maintain and operate at the expense of RECEIVERSHIP ESTATE all common areas and facilities in the PROJECT;

(g) apply for, obtain, and maintain, at the expense of RECEIVERSHIP ESTATE all licenses and permits required of RECEIVERSHIP ESTATE in connection with the operation and management of the PROJECT; RECEIVERSHIP ESTATE agrees to execute and deliver any and all applications and other documents and to otherwise cooperate to the fullest extent with BROKER in applying for, obtaining, and maintaining such licenses and permits;

(h) institute on behalf of RECEIVERSHIP ESTATE any and all legal actions or proceedings to collect charges, rent or other income from the PROJECT or to dispossess tenants or other persons in possession therefrom, or to cancel or terminate any lease, license or concession agreement for default thereunder by the tenant, licensee, or concessionaire; provided, however, that without the consent of RECEIVERSHIP ESTATE, BROKER shall not institute any proceedings to terminate any lease, license, or concession agreement;

(i) pay all impositions on behalf of RECEIVERSHIP ESTATE;

(j) contract on behalf of RECEIVERSHIP ESTATE for the sale to tenants in the PROJECT of ice, drinking water, food vending machine services, paper, gas, electric current, repair service, towel supplies and other miscellaneous supplies; the income from such deposited by BROKER in the RECEIVERSHIP ESTATE'S accounts, and shall be deemed a part of the income derived from the PROJECT; and,

(k) perform all other services and acts, in addition to the foregoing, necessary for the proper management of the PROJECT.

3.3 Standard of Performance. BROKER agrees that during the term of this Agreement, it shall use it's best efforts to supervise and direct the management and operation of the PROJECT and consult with RECEIVERSHIP ESTATE and keep RECEIVERSHIP ESTATE advised as to all major policy matters relating thereto.

3.4 Management Fees. In consideration of the management services to be rendered by BROKER under this Article III, RECEIVERSHIP ESTATE shall pay to BROKER, monthly, a fee (the "Management Fee") equal to 4.15% of the gross revenues or One Thousand Five Hundred Dollars ($ 1,500.00) (determined as hereinafter provided) derived from the operation of the PROJECT in each operating month. A one-time set up fee of Two Thousand Two Hundred Dollars ($ 2,200.00) is due upon execution of this Agreement. For the above purposes, the term "gross revenues" shall mean and include all revenues and income for minimum rents, percentage rents and parking rents excluding, however, ok

(a) gains or losses arising from the sale or other disposition of capital assets;

(b) insurance proceeds (other than proceeds from business interruption insurance, which shall be included); and,

(c) any reversal of any contingency or tax reserve.

3.5 Reimbursements. RECEIVERSHIP ESTATE will reimburse BROKER for the following costs and expenses incurred by BROKER in the performance of its duties under this Article III:

(a) reasonable travel and related expenses of the officers and employees of BROKER and its affiliates, when traveling outside Clark County, Nevada area with prior written consent of RECEIVERSHIP ESTATE and;

(b) the compensation, fees and expenses paid or reimbursed to all consultants, professionals, and other specialists rendering services to the PROJECT, with prior written consent of RECEIVERSHIP ESTATE; and,

(c) Intentionally Deleted.

Statements covering the aforesaid reimbursements shall be submitted by BROKER to RECEIVERSHIP ESTATE. To the extent the entire amount of compensation of other expenses reimbursable to BROKER under the provisions of this Section 3.5, or under any other provisions of this Agreement, are not incurred solely for the benefit of the PROJECT, then such expense shall be appropriately allocated.

ARTICLE IV

SALE MARKETING & LEASING AUTHORITY AND DUTIES OF BROKER

4.1 Employment of Broker. RECEIVERSHIP ESTATE hereby employs BROKER as its sole and exclusive investment sale, renting and leasing broker for the PROJECT.

4.2 Acceptance of Employment. BROKER hereby accepts such employment and agrees to act as RECEIVERSHIP ESTATE'S renting and leasing broker for the PROJECT. Without limiting the generality of the foregoing, BROKER may prepare lease forms (furnished by RECEIVERSHIP ESTATE), post signs, prepare circulars and engage in advertising. RECEIVERSHIP ESTATE agrees that it will refer all inquiries regarding the leasing of space in the PROJECT to BROKER. RECEIVERSHIP ESTATE will otherwise fully cooperate with BROKER to effect leases of space in the PROJECT to BROKER. RECEIVERSHIP ESTATE will otherwise fully cooperate with BROKER to effect leases of space in the PROJECT.

4.3 Commissions. In consideration of the renting and leasing services to be rendered hereunder, RECEIVERSHIP ESTATE shall pay to BROKER a fee equal to the fee schedule attached as Exhibit "A". Said commission shall be payable fifty percent (50%) at such time as any tenant has executed a lease and RECEIVERSHIP ESTATE has signed and accepted such lease, and fifty percent (50) at such time as tenant has moved into and accepted its leased premises. RECEIVERSHIP ESTATE will also pay to BROKER a fee equal to fifty percent (50%) of the fee schedule attached as Exhibit "A", whether by new lease or extension, to tenants already occupying space in the PROJECT. Investment sale commissions will be due at closing as per Exhibit "A".

4.4 Reimbursements. BROKER shall be entitled to be reimbursed for any expenses incurred in connection with special requests of the RECEIVERSHIP ESTATE.

ARTICLE V

INSURANCE

5.1 Coverage. RECEIVERSHIP ESTATE agrees to procure and maintain, at the expense of RECEIVERSHIP ESTATE, at all times during the term of this Agreement, a minimum of the following insurance with respect to the PROJECT:

(a) comprehensive public liability insurance, including bodily injury, personal injury, property damage, automobile liability, garage liability (if applicable), garage keepers legal liability (if applicable), products liability, contractual liability, and liquor liability and if an exposure exists, covering watercraft and aircraft liability in the amount of not less than $2,000,000.00 single limit per occurrence; and

(b) statutory workmen's compensation benefits, and employer's liability (stop gap) insurance in an amount not less than $1,000,000.00.

At the request of RECEIVERSHIP ESTATE, the above minimum limits on required insurance shall, from time to time, be increased. At least sixty (60) days prior to the beginning of each calendar year, the RECEIVERSHIP ESTATE will submit to the BROKER a schedule setting forth the kinds and amounts of insurance to be maintained during the ensuing calendar year in connection with the operation of the PROJECT.

5.2 Policies and Endorsements. All insurance provided for under the above Section 5.1 shall be effected by policies issued by insurance companies of good reputation and of sound and adequate financial responsibility. The party procuring any of the aforesaid kinds of insurance shall deliver certificates of insurance with existing, additional and renewal policies, to the other, and in the case of insurance about to expire, shall deliver certificates of insurance with respect to the renewal policies to the other party not less than ten (10) days prior to the respective dates of expiration.

All policies of insurance provided for under this Article V shall, to the extent obtainable, have attached thereto: (a) an endorsement that such policy shall not be canceled or materially changed without at least thirty (30) days prior written notice to RECEIVERSHIP ESTATE and BROKER.

All policies of insurance required under Section 5.1 shall be carried in the name of the RECEIVERSHIP ESTATE and BROKER, and if required by RECEIVERSHIP ESTATE, the holders of any mortgage on the PROJECT, and losses thereunder shall be payable to the parties as their respective interests may appear. All liability policies of a character described in Section 5.1 shall name RECEIVERSHIP ESTATE and BROKER and their respective partners as insured.

5.3 Waiver of Liability. Neither BROKER or RECEIVERSHIP ESTATE shall assert against the other and do hereby waive with respect to each other, any claims for any losses, damages, liability or expenses (including attorneys' fees) incurred or sustained by either of them on account of damage or injury to persons or property arising out of the RECEIVERSHIP ESTATEship, operation and/or maintenance of the PROJECT, to the extend that the same are covered by the insurance required under this Article IV; provided, however, that nothing herein shall impair BROKER'S right to indemnification as provided in Section 5.4 thereof.

5.4 Indemnification. RECEIVERSHIP ESTATE hereby covenants and agrees to indemnify, save and hold BROKER free, clear and harmless from any and all liability, cost, expenses, including attorneys' fees, judgments, claims, liens, demands and litigation of any kind whatsoever in connection with, arising out of, or by reason of the PROJECT or the operation or management thereof other than as a result of the gross negligence of BROKER or its Employees. BROKER hereby covenants and agrees to indemnify, save and hold RECEIVERSHIP ESTATE free, clear and harmless from any and all liability, cost, expenses, including attorneys' fees, judgments, claims, liens, demands and litigation of any kind arising from BROKER'S gross negligence.

ARTICLE VI

ACCOUNTANTS, WORKING FUNDS, RECORDS AND REPORTS

6.1 Operating Accounts. An operating account or accounts for the PROJECT will be established at a banking institution or institutions mutually agreeable and designated by RECEIVERSHIP ESTATE, such accounts to be in BROKER'S name, as agent for RECEIVERSHIP ESTATE (herein called the "operating Accounts"). BROKER will deposit in such Account all monies furnished by RECEIVERSHIP ESTATE as working funds under Section 6.3 and will disburse the same for the purposes set forth in the following Section 6.2. BROKER shall deposit all monies received by BROKER from the operation of the PROJECT to the operating account.

6.2 Expenditures. From the Operating Accounts, BROKER is hereby authorized to pay on behalf of, and in the name of RECEIVERSHIP ESTATE, such amounts and at such times as are required in connection with the RECEIVERSHIP ESTATEship, maintenance and operation of the PROJECT and related facilities, including, without limitation, the following:

(a) salaries and expenses of RECEIVERSHIP ESTATE'S operation employees;

(b) all costs and expenditures incurred or made in connection with the authorized items under Sections 3.2 and 3.5 and all other expenditures which BROKER is permitted or required to make under any other provision of this Agreement;

(c) premiums for any insurance provided by BROKER in accordance with the provisions of Article V;

(d) commissions and fees due to BROKER, computed in accordance with the provisions of Sections 3.4 and 4.3; and

(e) BROKER shall pay all real estate taxes for the PROJECT if requested by RECEIVERSHIP ESTATE.

It is understood that the appropriated funds will be in the operating account prior to distribution of any funds.

Subject to the working capital requirements of the following Section 6.3, the requirements of the then applicable Annual Plan and such reasonable reserves as BROKER deems appropriate, BROKER, upon requests of RECEIVERSHIP ESTATE, shall transfer excess funds from the Operating Account to the account maintained solely by RECEIVERSHIP ESTATE.

Any other provisions hereof to the contrary notwithstanding, BROKER shall not be required to pay any debt service, ground rent or other similar obligation arising out of or connected with any mortgage, deed of trust, ground lease or similar instrument encumbering, creating or otherwise affecting RECEIVERSHIP ESTATE'S title to the PROJECT, unless requested by RECEIVERSHIP ESTATE.

6.3 Working Fund Requirements. RECEIVERSHIP ESTATE, upon request of BROKER, shall provide funds to be deposited in Operating Accounts as provided in Section 6.1, sufficient at all times to assure the uninterrupted and efficient operation of the PROJECT, including without limitation, sufficient funds to pay for all of the items described or specified in the preceding Section 6.2.

6.4 Books and Records. BROKER shall keep adequate books of accounts and such other records as are necessary to reflect the results on a cash basis of the operation of the PROJECT. Such accepted accounting principles shall be consistently applied.

6.5 Reports to RECEIVERSHIP ESTATE. BROKER will deliver, or cause to be delivered, to RECEIVERSHIP ESTATE within twenty (20) days after the end of each calendar month, detailed cash operating statements showing the results of operation of the PROJECT for such month and the year to date, and having annexed thereto a computation in reasonable detail of the gross revenues and the Management Fee for such preceding month calculated as provided in Section 3.4.

All costs and expenses incurred in connection with the preparation of any statements, schedules, computations and other reports required other than the monthly cash operating statements, annual plans, and other normal monthly reports, shall be borne by RECEIVERSHIP ESTATE. If requested by RECEIVERSHIP ESTATE, a copy of such reports will be concurrently furnished to other interested parties.

6.6 Annual Plans. BROKER will submit to RECEIVERSHIP ESTATE, at least sixty (60) days in advance of each calendar year, the following schedules, estimates and budgets (herein collectively called the "Annual Plan"):

(a) an estimated cash operating statement in reasonable detail for the ensuing calendar year;

(b) a budget for (i) repairs and maintenance and (ii) capital improvements

(c) a forecast of rental and occupancy charges; and

(d) a review of lease negotiations and an analysis of leases.

BROKER will submit to RECEIVERSHIP ESTATE, at least five (5) days in advance of the commencement of this Agreement, a pro forma estimated cash operating statement in reasonable detail for the first three (3) months of this Agreement and a pro forma budget for (i) repairs and maintenance and (ii) capital improvements for the first three (3) months of this Agreement. These schedules shall be utilized for the first three (3) months of this Agreement at which time BROKER will submit to RECEIVERSHIP ESTATE the annual plan for the balance of the calendar year.

Except for emergencies, the budget, with respect to repairs and maintenance and capital improvements, shall not be exceeded without the consent of the RECEIVERSHIP ESTATE. The forecast of rental and occupancy charges, when approved by RECEIVERSHIP ESTATE, shall form the basis on which the leases of space in the PROJECT shall be negotiated. Such forecasts are not intended to constitute a fixed requirement, but rather to form a basis for negotiation, to be modified in particular instances with the consent of RECEIVERSHIP ESTATE. RECEIVERSHIP ESTATE shall be deemed to have approved the Annual Plan unless RECEIVERSHIP ESTATE disapproves the same within thirty (30) days of receipt thereof.

ARTICLE VII

TERMINATION RIGHTS

7.1 Termination of Right of RECEIVERSHIP ESTATE. If any one of the following events of termination shall happen:

(a) BROKER shall fail to keep, observe or perform any material covenant, agreement, term or provision of this Agreement to be kept , observed or performed by BROKER and such default shall continue for a period of thirty (30) days after notice thereof by RECEIVERSHIP ESTATE to BROKER, provided that if either the event or condition causing the default shall be such that it cannot reasonably be cured within thirty (30) days, then no event of termination shall be deemed to have occurred if within such thirty (30) day period BROKER shall have commenced the curing of such default and thereafter shall proceed with all reasonable diligence to complete the same;

(b) if BROKER shall be dissolved for any reason whatsoever;

(c) if RECEIVERSHIP ESTATE shall be dismissed by the Court or the PROJECT is sold or otherwise disposed of;

(d) if BROKER shall apply for or consent to the appointment of a receiver, trustee, or liquidator of BROKER or of all or a substantial part of its assets, file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they come due, made a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or file an answer admitting the material allegations of a petition filed against BROKER in any bankruptcy, reorganization or insolvency proceeding, or if an order, judgement or decree shall be entered by any court of competent jurisdiction, on the application of a creditor adjudicating BROKER as bankrupt or insolvent or approving a petition seeking reorganization of BROKER or appointing a receiver, Trustee or liquidator of BROKER or of all or a substantial part of the assets of BROKER and such order, judgement or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days,then RECEIVERSHIP ESTATE shall have the right to terminate this Agreement upon ten (10) days written notice to BROKER given at any time after the period of grace applicable thereto, and thereupon this Agreement shall terminate upon the expiration of such ten (10) day period.

7.2 Termination Right of BROKER. If any one of the following events shall happen:

(a) RECEIVERSHIP ESTATE shall fail to provide funds to be deposited in the Operating Accounts in accordance with the provisions of Section 5.3 and such failure shall continue for a period of ten (10) days after written notice by BROKER requesting that such funds be so provided;

(b) RECEIVERSHIP ESTATE shall fail to keep, observe or perform any material covenant, agreement, term or provision of this Agreement to be kept, observed or performed by RECEIVERSHIP ESTATE, and such default shall continue for a period of thirty (30) days after notice thereof by BROKER to RECEIVERSHIP ESTATE;

(c) if RECEIVERSHIP ESTATE shall be dissolved or liquidated for any reason whatsoever;

(d) if RECEIVERSHIP ESTATE shall apply for or consent to the appointment of a receiver, trustee, or liquidator of RECEIVERSHIP ESTATE or of all or a substantial part of its assets, file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they come due, made a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or file an answer admitting the material allegations of a petition filed against RECEIVERSHIP ESTATE in any bankruptcy, reorganization or insolvency proceeding, or if an order, judgement or decree shall be entered by any court of competent jurisdiction, on the application of a creditor adjudicating RECEIVERSHIP ESTATE as bankrupt or insolvent or approving a petition seeking reorganization of RECEIVERSHIP ESTATE or of all or a substantial part of the assets of RECEIVERSHIP

ESTATE and such order, judgement or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days,then BROKER shall have the right to terminate this Agreement upon ten (10) days written notice due RECEIVERSHIP ESTATE given at any time after the period of grace applicable to any such event, and thereupon this Agreement shall terminate upon the expiration of such ten (10) day period.

7.3 Effect of Termination. The termination of this Agreement under the provisions of this Article VI shall not affect the rights of the terminating party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights of either party with respect to liability or claims accrued, or arising out of events occurring, prior to the date of termination. Upon any termination of this Agreement under Sections 7.1 and 7.2, all rights of BROKER to receive any additional fees under Section 3.4 shall cease and terminate and all rights to receive any additional leasing fees under Section 4.3 shall terminate, except with respect to leases which have actually been executed prior to the date of such termination or leases with tenants which BROKER notifies RECEIVERSHIP ESTATE, the BROKER is negotiating with and who executes leases within six (6) months of BROKER'S termination. BROKER shall give RECEIVERSHIP ESTATE a list of said prospective tenants within thirty (30) days of termination.

7.4 Non-interference With Broker's Business. RECEIVERSHIP ESTATE agrees that for a period of six (6) months after termination of this Agreement, RECEIVERSHIP ESTATE will under no circumstances hire any of BROKER'S employees of special talent, or privy to BROKER'S confidential business information, or who have contributed notably to the good will of BROKER'S business or any broker, salesman or leasing agent to perform any services which are in the scope of BROKER'S business in the greater Las Vegas area. In the event of an actual or threatened breach of this covenant by RECEIVERSHIP ESTATE, BROKER shall be entitled to an injunction restraining RECEIVERSHIP ESTATE from committing, or continuing to commit, any such breach. Nothing herein stated shall be construed as prohibiting BROKER from pursuing any other remedies available to BROKER for such breach and threatened breach, including recovery of damages from RECEIVERSHIP ESTATE.

ARTICLE VIII

MAJOR DECISIONS

8.1 Major Decisions. Not withstanding the powers and duties given to BROKER hereunder, without the consent of RECEIVERSHIP ESTATE, no act shall be taken or sum expended or obligation incurred for and on behalf of the RECEIVERSHIP ESTATE with respect to any "Major Decision," which term shall mean any one or more of the following:

(a) creation of any association of tenants for the PROJECT, including the charter or articles under which such association shall be created;

(b) the approval of any contracts for the furnishing of goods, utilities, maintenance or other services to the PROJECT, if such contract shall have a term of more than one (1) year or involve an obligation for more than $10,000.00 in any one year; and,

(c) the retention of legal counsel with respect to any matter pertaining to the PROJECT, it being understood that any counsel so retained shall be counsel for the RECEIVERSHIP ESTATE.

Any action taken by BROKER with respect to any of the above matters, and any material departures from plans, forecasts or other materials previously submitted to, and approved by RECEIVERSHIP ESTATE, without the consent and approval of the RECEIVERSHIP ESTATE shall be absolutely void and shall not be binding on the RECEIVERSHIP ESTATE.

ARTICLE IX

NOTICES

9.1 In-Writing Address. All notices, demands, consents and reports provided for in this Agreement shall be in writing and shall be given to the other party at the address set forth below or at such other address as either of the parties hereto may hereafter specify in writing:

RECEIVERSHIP ESTATE: Receivership Estate of Amapola Orange LLC
David L. Jewkes, Court-Appointed Receiver
3800 S. Howard Hughes Parkway, #1200
Las Vegas, Nevada 89169

BROKER: Mike Hillis, Managing Partner/ Broker
Commerce CRG of Nevada, LLC dba CCRG/ Cushman & Wakefield
3800 S. Howard Hughes Parkway, #1200
Las Vegas, Nevada 89169

9.2 Method. Such notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, deposited in a United States post office or a depository for the receipt of mail regularly maintained by the post office. If so mailed, then such notice or other communication shall be deemed to have been received by the addressee on the third day following the date of such mailing. Such notices, demands, consents and reports may also be delivered by hand, or by any other method or means permitted by law.

ARTICLE X

GENERAL PROVISIONS

10.1 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the RECEIVERSHIP ESTATE, their successors, or assigns, on the one part; and the BROKER, its successors or assigns, on the other part.

10.2 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

10.3 Attorney's Fees. In the event any legal action or proceeding brought by either party against the other to enforce any provision hereof by reason of any alleged breach hereunder, for a declaration of rights or obligations hereunder, or for any other remedy, such parties shall be entitled to recover such amounts as a court of competent jurisdiction may adjudge to be reasonable attorney's fees; and such amounts shall be included in any judgment rendered in such action or proceeding.

10.4 Miscellaneous. The captions of individual sections are for convenience of reference only and shall not affect the construction to be given any provision hereof. This Agreement (including all exhibits hereto) contains the entire Agreement between the parties with respect to the subject matter hereof, supersedes all prior understandings, if any, with respect thereto and may not be amended, supplemented or terminated, nor shall any obligation hereunder or condition hereof be deemed waived, except by a written instrument to such effect signed by the party to be charged. The parties do not intend to confer any benefits hereunder on any person other than the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Except as herein otherwise expressly provided, no waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligation or act hereunder shall be deemed an extension of time for the performance of any other obligation or act.

10.5 The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Agreement.

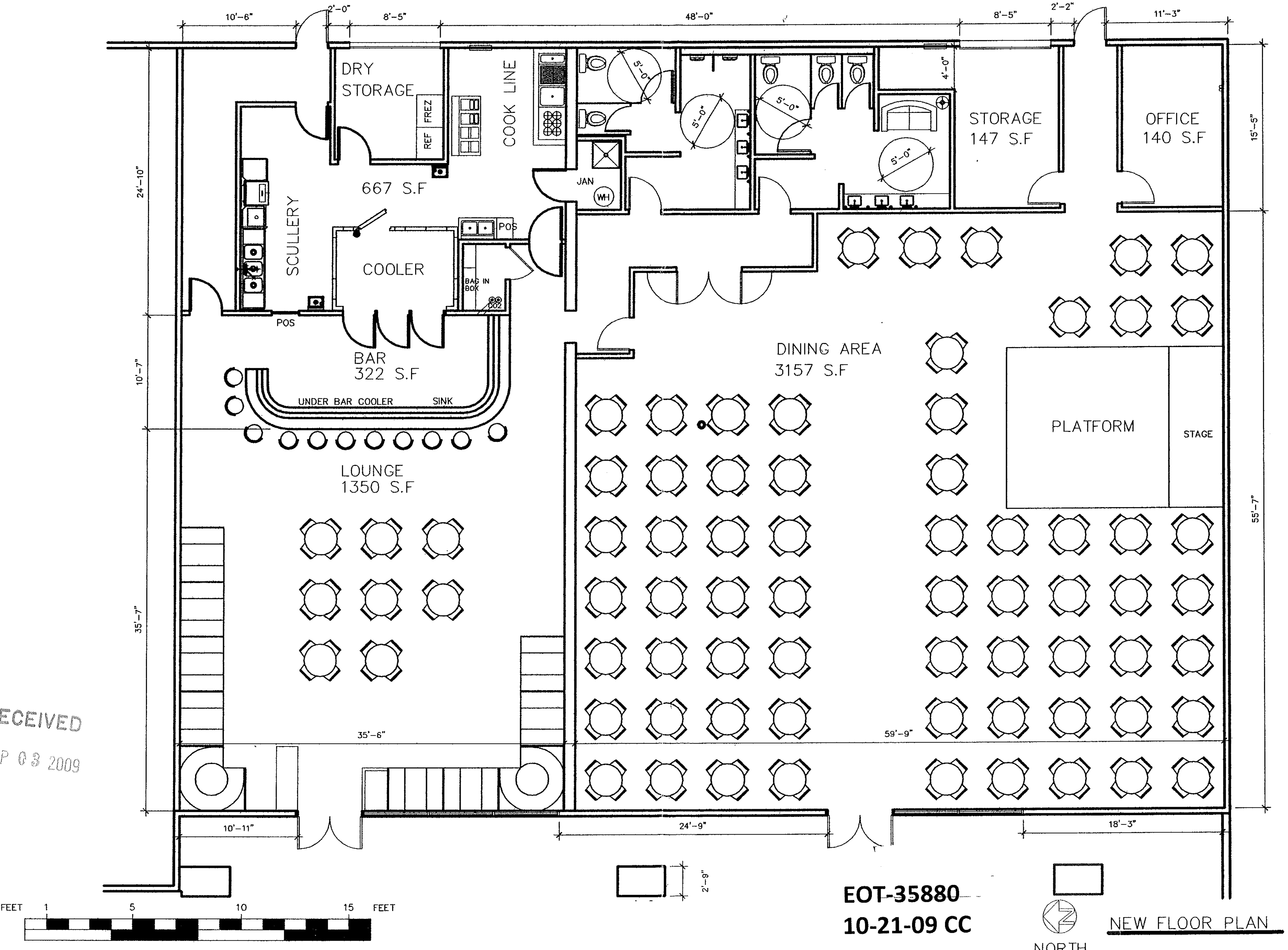
IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed, all as of the day and year first above written.

COMMERCE CRG OF NEVADA, LLC
Dba CCRG/ Cushman & Wakefield

By: ______________________
Mike Hillis, Managing Partner/ Broker

RECEIVERSHIP ESTATE OF
AMAPOLA ORANGE LLC

By: ______________________
David L. Jewkes, Court-Appointed Receiver



RECEIVED
SEP 03 2009

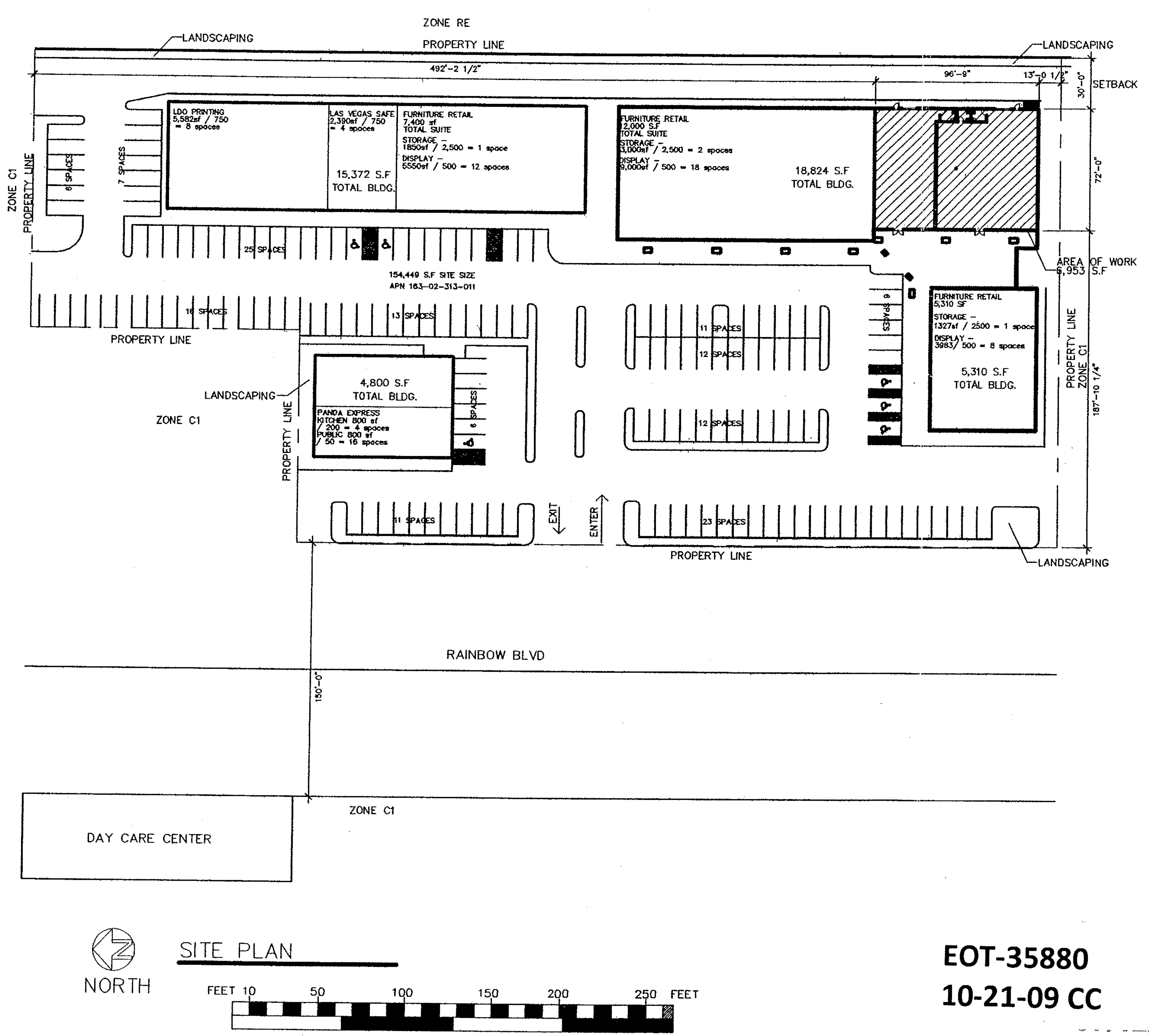
EOT-35880
10-21-09 CC

REVISIONS | BY:

DAVID MCKEE
ARCHITECT
AIA/NCARB
4495 W. HACIENDA SUITE 110
LAS VEGAS, NEVADA 89118
OFFICE: (702) 388-0002
CELL: (702) 250-4070
FAX: (702) 388-0004

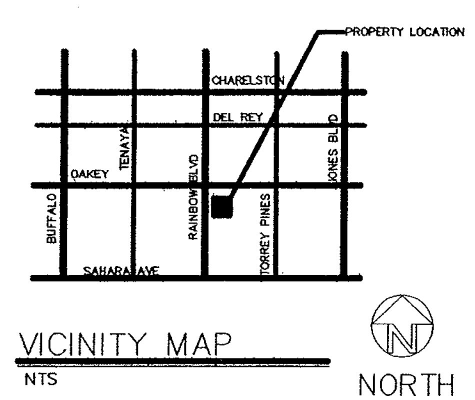
TITLE: FLOOR PLAN
PROJECT: MAHARAJA PALACE SUPPER CLUB, JAY MANN
ADDRESS 2000 S. RAINBOW BLVD SUITES 108-110

DRAWN DAVE
CHECKED DAVE
DATE 04/04/07
SCALE AS SHOWN
JOB NO.
SHEET A-4



CODE ANALYSIS

	154,449 S.F SITE SIZE APN 163-02-313-011
JURSIDICTION:	CITY OF LAS VEGAS
CODE COMPLIANCE	2003 I.B.C. (WITH LOCAL AMENDMENTS) 2000 U.F.C 2000 U.M.P. 2000 U.M.C. 2002 N.E.C.
PARKING ANALYSIS	MERCURY LDO 5,582sf/750 = 8 spaces LAS VEGAS SAFE 2,390sf/750 = 4 spaces FURNITURE PARTNERS 7,400sf STORAGE 1,850sf/2500 = 1 space DISPLAY 5,550sf/500 = 12 spaces TOTAL 13 spaces PANDA EXPRESS 1,600sf KITCHEN 800sf/200 = 4 spaces PUBLIC 800sf/50 = 16 spaces TOTAL 20 spaces THOMASVILLE FURNITURE 12,000sf STORAGE 3,000sf/2500 = 2 spaces DISPLAY 9,000sf/500 = 18 spaces TOTAL 20 spaces NORWALK FURNITURE 5,310sf STORAGE 1,327sf/2500 = 1 space DISPLAY 3983sf/500 = 8 spaces TOTAL 9 spaces TOTAL PARKING REQUIRED 74 SPACES TOTAL PARKING PROVIDED: 148 SPACES PARKING REQUIRED LOUNGE AND BAR 1 SPACE PER 50 S.F PUBLIC SEATS 4507 S.F / 50 = 91 SPACES REQUIRED **ADDITIONAL SPACES REQUIRED: 13 SPACES**
OCCUPANCY:	A-2 LOUNGE/ BAR
CONSTRUCTION TYPE:	V-B
FIRE SPRINKLERS:	YES
STORIES:	ONE
TENANT AREA:	6,953 SF W/ 2-HOUR SEPERATION BETWEEN OCCUPANCY
OCCUPANCY LOAD:	ASSEMBLY UNCONCENTRATED 15 NET
TOTAL OCCUPANTS:	LOUNGE – 1,350 S.F /15 = 90 OCCUPANTS BAR BACK– 322 S.F /100 = 4 OCCUPANTS KITCHEN – 665 S.F /200 = 4 OCCUPANTS DINING – 3,157 S.F /15 = 211 OCCUPANTS STORAGE – 147 S.F /300 = 1 OCCUPANT OFFICE – 140 S.F /100 = 2 OCCUPANTS
TOTAL OCCUPANTS:	312 OCCUPANTS
FLOOR AREA RATIO:	TOTAL SQUARE FOOTAGE OF SHOPPING CENTER: 44,306 SF TOTAL SQUARE FOOTAGE OF SITE: 154,449 SF F.A.R.: 0.29 = 29% OF LOT
EXITS BUILDING	6,953 S.F. : 312 OCCUPANTS REQUIRED EXITS: 4 PROVIDED EXITS: 4
REQUIRED FIRE RESISTIVE:	
STRUCTURAL FRAME:	NON-RATED
EXTERIOR WALLS:	NON-RATED
INTERIOR WALLS:	NON-RATED
ROOF CONSTRUCTION:	NON-RATED



VICINITY MAP
NTS

EOT-35880
10-21-09 CC

REVISIONS	BY:
ADD PLATFORM 12/26/08	△1

DAVID MCKEE ARCHITECT
AIA/NCARB
4495 W. HACIENDA SUITE 11C
LAS VEGAS, NEVADA 89118
OFFICE: (702) 388-0002
CELL: (702) 250-4070
FAX: (702) 388-0004

TITLE: SITE PLAN
PROJECT: MAHARAJA PALACE SUPPER CLUB, JAY MANN
ADDRESS: 2000 S. RAINBOW BLVD SUITES 108-110

DRAWN: DAVE
CHECKED: DAVE
DATE: 04/04/07
SCALE: AS SHOWN
JOB NO.
SHEET: A-1

RECEIVED
SEP 03 2009