W. Randall Mainor
(1941-2007)

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CITY CLERK
2010 AUG 20 A 10:34

MAINOR EGLET
TRIAL ATTORNEYS

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August 19, 2010

VIA HAND DELIVER

Las Vegas City Council
City Clerk's Office
400 Stewart Avenue
Las Vegas, Nevada 89101-2984

Re: SP Freemont's Appeal of August 10, 2010 Notice and Declaration of Chronic Nuisance Re: 1300 East Fremont Street; Freemont Plaza Apartments.

Dear City Clerk:

This letter will serve as SP Freemont, LLC's appeal of the August 10, 2010 Notice and Declaration of Chronic Nuisance received from the Las Vegas Metropolitan Police Department (hereinafter "Metro"). A copy of the August 10, 2010 Notice is attached hereto as Exhibit 1. SP Freemont, LLC (hereinafter "SP Freemont") appeals this notice on the grounds that: (1) SP Freemont became record owner of the subject property on July 12, 2010, and therefore most of the "chronic" activities and incidents cited in the Notice pre-date SP Freemont's ownership of the property; and (2) SP Freemont has already implemented the stipulations set forth in the Notice in order to adequately address the issues raised in the Notice. This appeal is brought pursuant to Las Vegas Municipal Code Section 9.04.070, and additional facts and argument in support of this appeal are set forth below. SP Freemont also hereby respectfully requests a hearing on this matter before the City Council or the Council's designee.

I. SUPPORTING FACTS AND ARGUMENT

(1) SP Freemont Should Not Be Held Liable for the Alleged Chronic Nuisance Because Incidents Referenced in the August 10, 2010 Notice Occurred Before SP Freemont Became Record Owner of the Property on July 12, 2010.

The property that is the subject of the Notice and Violation was previously owned by Mr. Sheng Du, an individual. On September 25, 2009, a receiver was appointed by the District Court to maintain the property pending completion of Mr. Du's bankruptcy proceedings. A copy of the Court's Order Appointing Receiver is attached hereto as Exhibit 2. A review of the Notice establishes that the activities supporting the violation began on July 1, 2010, prior to SP Freemont's acquisition of the property through foreclosure proceedings. See copy of the Deed of Trust vesting title in SP Freemont as of July 12, 2010 attached hereto as Exhibit 3. When SP

Freemont acquired the property in mid-July, the District Court had not yet discharged the receivership which resulted in confusion regarding SP Freemont's authority to direct the Court-Appointed manager regarding issues with the property, including some of the issues raised in the Notice. Accordingly, counsel for SP Freemont joined in a Motion to Discharge the receiver on August 4, 2010, and that motion was granted by the District Court on August 18, 2010 (as of the date of this letter, the final written order has not yet been entered). With the legal constraints of the Du bankruptcy, the foreclosure proceedings and the lingering receivership largely resolved, SP Freemont is now in the position to take full control over the property. SP Freemont is committed to addressing all of the issues raised in the Notice, and intends to work with Metro and the City to remediate any outstanding issues with this property. SP Freemont should not, however, be held liable for alleged "chronic nuisances" on the property which clearly began prior to its ownership of the property. SP Freemont deserves a fair opportunity to address any asserted problems and to otherwise bring the property in compliance with any and all reasonable standards set forth by Metro and the City. Nonetheless, as discussed below, SP Freemont has already implemented the specific actions suggested by Metro to comply with the abatement requirements and stipulations set forth in the August 10, 2010 Notice.

(2) SP Freemont Has Reasonably Complied/Continues to Reasonably Comply With the Stipulations Set Forth in the August 10, 2010 Notice.

In the August 10, 2010 letter, Metro sets forth certain "stipulations" to be satisfied by SP Freemont regarding four (4) specific areas which it asserts must be addressed to adequately abate the alleged chronic nuisance. As of the date of this letter, SP Freemont believes it has taken reasonable efforts to implement all of the changes required by Metro to bring the property, the property management and property security in compliance with each of the stipulations. SP Freemont has also taken steps above and beyond the Notice to improve the operation and safety of the property. SP Freemont's specific efforts to comply with the stipulations in each of the four (4) areas are as follows:

(a) Visitor Policy: management has implemented the LVMPD approved visitor policy. This policy is explained to all tenants, and all tenants (both new move-ins and current long-term tenants) have executed a copy of the property Rules and Regulations. A copy of the Rules and Regulations are attached hereto as Exhibit 4. As required by the August 10, 2010 Notice, a copy of the visitor policy has been posted conspicuously outside the office. See Exhibit 5 attached hereto. Additionally, management has begun to keep a running "visitor" log which is updated and maintained on the property.

(b) Tenant Background Checks: As of June 14, 2010, Management has been conducting background checks on prospective tenants via www.publicdata.com, a research service used by

similar apartments in Las Vegas and approved by Metro during recent meetings involving the property. Background checks are performed on each prospective and current tenant pursuant to the specific parameters set forth in the policy attached hereto as Exhibit 6.

(c) Property Security: As of August 16, 2010, the property has employed full time security between the key evening hours of 6 p.m. through 4 a.m. and such security has been trained and instructed to follow all of the policies and procedures set forth in the August 10, 2010 Notice. All security personnel on-site have been trained in the Summons in Lieu of Arrest program, or will be so trained by September 22, 2010 as required in the Notice. A copy of the security "Post Instructions" are also attached hereto as Exhibit 7. Although 24/7 manned security would impose an unreasonable and excessive financial burden on the property owner, management improved security by installing convex mirrors near the elevators on all three floors at locations as suggested by Metro. See Exhibit 8. Additional iron fencing and locking gates were also installed on the property at locations designed to enhance security on August 9, 2010. All keys issued for the gates have been made on "do not duplicate" key blanks to assist with key control for these gates.

(d) On-site Management: on-site management has been actively enforcing the visitor policy during business hours, and, as noted above in item (a), the on-site manager is maintaining a detailed visitor log. The on-site manager, Shayne Torres, has sufficient experience managing apartments, and is currently scheduled to participate in the next available Crime Free Mulit-Housing ("CFMH") program to be conducted by Metro on September 15, 2010. See Resume of Shayne Torres and e-mail confirmation of CFMH registration attached hereto as Exhibit 9. Additionally, the relief manager on the property has already completed the CFMH program in both Las Vegas and Henderson. See Las Vegas Certificate attached hereto as Exhibit 10. Management also keeps and maintains an active and updated eviction list for the property to record data on persons to whom re-rental should not be made.

Since acquiring the property a month ago, SP Freemont has met at length with property management, and has taken specific action to address the issues underlying the August 10, 2010 Notice. Indeed, a review of the "Calls for Service Trends" summary compiled by the property manager reflects that crime on the property has been significantly reduced since the beginning of the year. At the very least, this summary is evidence that the property is headed in a positive direction. See Summary attached hereto as Exhibit 11. Although there is clearly room for additional improvement, SP Freemont believes it has adequately implemented the plans and procedures proposed by Metro in the Notice. At the very least, SP Freemont should be allowed additional time to address these issues before itself being deemed liable for any chronic nuisance violations.

II. CONCLUSION

For the reasons stated above, SP Freemont should not be found guilty of permitting a chronic nuisance to exist on the subject property because this nuisance originated prior to SP Freemont's ownership of the property. Regardless, SP Freemont should be deemed in compliance with all of the requirements and stipulations set forth in the August 10, 2010 Notice. In the alternative, and at the very least, SP Freemont should be granted additional time by the City Council to address any outstanding issues raised in the August 10, 2010 Notice which the City Council believes have not been adequately met by SP Freemont as of the date of this letter and/or any public hearing thereon.

Thank you for your time and attention to this matter.

Very truly yours,

MAINOR EGLET, LLP

Artemus W. Ham

cc: Dan Still, Deputy City Attorney

EXHIBIT 1

NOTICE AND DECLARATION OF CHRONIC NUISANCE

August 10th, 2010

S P Fremont LLC
Silver Point Capital LP
320 Decker Ct. #109
Irving, TX 75062-8162

PLEASE TAKE NOTICE, From July 1st, 2010 to July 31st, 2010 there were 42 calls for service / problems on the property of 1300 E. Fremont, Fremont Plaza Apartments. As a result of these calls 7 arrests were made, 1 citation was issued and 4 crime reports were taken.

This conduct constitutes a Chronic Nuisance as defined by Las Vegas Municipal Code 9.04.010. Pursuant to Las Vegas Municipal Code 9.040.020, every person **who causes or maintains a public nuisance or chronic nuisance, or who wilfully omits or refuses to perform any legal duty relating to the abatement of such a nuisance.**

(1) Shall be guilty of a misdemeanor; or

(2) Shall be liable civilly to the City and, upon such finding based upon substantial evidence, shall be responsible to pay civil penalties of not more than five hundred dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation.

(B) Each day that a violation of this Section continues, whether pursued criminally or civilly, constitutes a separate violation for purposes of criminal prosecution or civil proceedings.

400 Stewart Avenue • Las Vegas, Nevada 89101-2984 • (702) 795-3111
www.lvmpd.com • www.protectthecity.com

In prior letters we have outlined specific stipulations we requested you meet to abate the problems you are having on your property. Deadlines were given for each of the stipulations. By 7/22/10 you were to have security on property 24 hours a day 7 days a week. To our knowledge no change has been made to the current 4 hours a security officer spends on property each night. By 7/22/10 you were to have implemented a strict visitors policy and be enforcing it on the property. An acceptable visitors policy has been put into place, however, due to not having sufficient security on property we do not believe that it is being strictly enforced. By 7/15/10 you were to be conducting thorough background checks on all prospective tenants. We believe that the background checks you are doing do not meet the standard we have set. We advised you of this when we met on 7/8/10 and in subsequent meetings, however, you have not made an effort to change services.

The following are the stipulations we set. They have not changed nor have the deadlines.

- Implementation of LVMPD approved visitor policy (See attached policy). The policy will be explained to and signed by all new tenants moving on to the property. A copy of the policy will also be conspicuously posted outside the office and at all points of entry to the property. By 7/22/2010 the policy will be fully implemented by management.

- By 7/15/2010 management must be conducting thorough background checks on all prospective tenants. Management must also have specific parameters in place as to who they will rent to after the background check has been completed.

- By 7/22/2010 there must be security on property 24 hours a day, 7 days a week. Security will be active and will contact every person coming onto the property who is not a resident. Security will maintain an active resident list and adhere to the property's visitor policy. They will formally trespass every person in violation of the property's visitor policy. If a person who has been trespassed from the property returns, security will cite or arrest with no further warnings given. Security will maintain a log of who has been trespassed from the property. By 9/22/2010 all security officers on property will be trained on the Summons in Lieu of Arrest program. Security will contact the LVMPD with any problems that they are unable to handle themselves.

- Any onsite manager needs to be actively enforcing visitors policy during business hours and have the proper experience and be qualified to manage an apartment complex.

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www.lvmpd.com • www.protectthecity.com

REQUEST FOR ABATEMENT

YOU ARE HEREBY requested to take any and all steps necessary to abate the above nuisance IMMEDIATELY. You have until 09-22-10 to correct and abate this nuisance. I can assist you with suggestions and alternatives that may help in abating this nuisance. Please contact me upon receipt of this notice so that the appropriate corrective actions can begin. Failure to abate this nuisance will result in the implementation of any and all remedial measures available to the City of Las Vegas under Title 9 of the Las Vegas Municipal Code, including civil fines and criminal prosecution. If you wish to appeal this notice, see Las Vegas Municipal Code 9.04.070, attached hereto.

Officer Daniel Perry P#9031
DTAC COP / Chronic Nuisance
400 E. Stewart
Las Vegas, NV 89101
(702) 439-9213
d9031p@lvmpd.com

cc Councilman Ricki Barlow
City Attorney

9.04.070 Appeal procedures.

Within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. Any owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

EXHIBIT 2

ORDR
Todd Touton, NV Bar No. 1744
ttouton@lionelsawyer.com
Robert Hernquist, NV Bar No. 10616
rhernquist@lionelsawyer.com
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
Telephone: (702) 383-8888
Facsimile: (702) 383-8845

Attorneys for SP Freemont, LLC

FILED
SEP 25 2009
CLERK OF COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

UNION BANK, N.A., a national banking association, Plaintiff, vs. SHENG DU, an individual Defendant.	Case No. 09-A-588693 Dept. No. III **ORDER APPOINTING RECEIVER**

Plaintiff SP Freemont, LLC's ("SP Freemont") Motion To (1) Substitute Parties And (2) Ratify The Court's June 1, 2009 Minute Order Granting Application For Appointment Of Receiver Or, In The Alternative, Re-Notice Application For Appointment Of Receiver On Order Shortening Time came on for decision in chambers on September 14th, 2009.

Having reviewed the pleadings and papers on file herein, together with the evidence presented in support thereof, the Court finds as follows:

1. On April 27, 2009, Plaintiff's predecessor-in-interest, UBOC, filed its Complaint ("Complaint") against Defendant which, *inter alia*, sought to appoint a receiver to take possession of, and preserve and protect, all real and personal property (whether such personal property is tangible and/or intangible) of Defendant secured by the Loan Documents (as defined herein), consisting of, among other things, an individual Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing (individually, a "Deed of Trust" and collectively, the "Deeds of

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TO CLIENT: AMG
BY: Mail 12/7/09

Trust"), each Deed of Trust being duly executed by Defendant in favor of UBOC, and each Deed of Trust securing each real property (and all personal property therein) located at 1300 Fremont Street, Las Vegas Nevada 89101 (the "Fremont Property"), 1500 Fremont Street, Las Vegas Nevada 89101 (the "Sunflower Property") and 1401 Fremont Street, Las Vegas Nevada 89101 (the "Fremont Plaza Property" and, together with the Fremont Property and Sunflower Property, collectively with any and all improvements, the "Properties," and together with any and all personal property (whether such personal property is tangible and/or intangible) located thereupon or therein, collectively, the "Collateral"). The Deeds of Trust evidence and secure certain obligations of Defendant owed to UBOC under three (3) promissory notes (collectively, the "Notes"), all as more specifically described in the Complaint. Defendant also executed in favor of and delivered to UBOC three (3) Assignments of Leases and Rents (collectively, the "Assignments of Leases and Rents") corresponding to the Properties. Defendant also executed UCC-1 Financing Statements (collectively, "UCC-1s") in favor of UBOC for each of the Properties, which were filed with the Secretary of State for the State of California. The Notes, Deeds of Trust, Assignments of Leases and Rents and UCC-1s, together with any and all other documentation executed by Defendant and delivered to UBOC in connection with the Notes, are sometimes collectively referred to herein as the "Loan Documents." The Loan Documents are attached to the Complaint as Exhibits 1-12 and are incorporated herein by reference.

2. On July 28, 2009, UBOC assigned and transferred to SP Freemont, all right, title and interest of UBOC in, to and under the Loan Documents, all as more particularly evidenced by the following documents: (i) Assignment of Deeds of Trust, (ii) Assignment of Assignment of Leases and Rents, and (iii) Assignment of Seller's Interest in Loan and Loan Documents.

3. SP Freemont now stands in the place and stead of UBOC, the original and plaintiff of record herein, and therefore SP Freemont has standing and the right to perform all functions relating to the Properties, including, without limitation, the continuation of the instant litigation, all as more specifically described in the Complaint.

4. As a result of it being an assignee of the Loan Documents, SP Freemont has substantial legal interest in the subject matter of this case and is now the real party in interest.

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ATTORNEYS AT LAW
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300 SOUTH FOURTH ST.
LAS VEGAS, NEVADA 89101
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5. As stated in the Application for Appointment of Receiver, filed by UBOC on April 24, 2009 and the Supplement to Application for Appointment of Receiver, filed by UBOC on May 13, 2009, Defendant has materially defaulted under the terms of the Loan Documents.

6. Pursuant to the Loan Documents, upon a default by Defendant, Plaintiff "shall have the right to have a receiver appointed" and has the right "to collect the Rents . . . in person or by agent, employee or court-appointed receiver."

7. As stated in the Application for Appointment of Receiver, filed by UBOC on April 24, 2009 and the Supplement to Application for Appointment of Receiver, filed by UBOC on May 13, 2009, the appointment of a receiver is appropriate pursuant to the Loan Documents and/or NRS 107A.260 and/or NRS 107.100 and/or NRS 32.010.

8. The Court finds that the following entity is qualified and should be appointed as receiver for the Properties: Advanced Management Group, 2775 S. Rainbow Blvd. #101C, Las Vegas, Nevada 89146.

9. In light of the Stipulation and Order to Substitute Parties, filed on September 10, 2009, Plaintiff's request to substitute Plaintiff as the real party in interest in the place of UBOC pursuant to Nevada Rule of Civil Procedure 25(c) is now moot.

Based on these findings, the Court orders as follows:

APPOINTMENT OF RECEIVER

IT IS HEREBY ORDERED that Advanced Management Group ("AMG" or "Receiver") is appointed receiver of the Collateral and that AMG shall take immediate and exclusive possession and control of the Collateral and hold, manage and control the Collateral, preserving and protecting them from loss, removal, material injury, destruction, substantial waste, and loss of income therefrom, and that AMG is hereby vested with the exclusive right to manage the Properties, by and through agents as it may retain in its discretion from time to time; and

IT IS FURTHER ORDERED that the existing managers and/or operators of the Collateral shall immediately turn over to Receiver any and all books, records and receipts regarding the use, management, operation and occupancy of the Collateral; and

IT IS FURTHER ORDERED that the current managers and/or operators of the Collateral,

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together with their officers, employees and agents, are hereby immediately relieved of possession of, and any further management and administration of the Collateral, and all rents, royalties, profits, issues and income derived therefrom.

IT IS FURTHER ORDERED that, subject to the requirement that any obligation incurred by AMG as authorized by this Order shall be paid from the cash flow derived from the Collateral, proceeds from any sale or lease of all or any portion of the Collateral and/or advances made by SP Freemont, AMG, as Receiver, is authorized to do any and/or all of the following:

a. To cause all or any portion of the Collateral to be repaired and maintained or repair and maintain all or any portion of the Collateral; and

b. To manage, preserve, protect and oversee the Collateral on a day-to-day basis, all as determined by Receiver in its sole discretion, including, without limitation, to pay security, maintenance personnel, and other persons or entities, in accordance with this Order; and

c. To take such steps and do such things as in Receiver's judgment it believes necessary or desirable to preserve and protect the Collateral from waste, vandalism and destruction, including preventing the removal of all or any portion of the Collateral; and

d. To carry public liability and/or hazard insurance, fire and extended coverage insurance, and such other types of insurance coverage as determined by Receiver as may be necessary for the Collateral, where such policies obtained shall be in the name of Receiver for the benefit of Plaintiff as loss payee thereunder; and

e. To take such steps as Receiver believes necessary or desirable to cause all or any portion of the Collateral to comply with applicable local, county, state, and federal laws, ordinances and other requirements; and

f. To demand, collect and receive from tenants or other persons liable therefor, all the rents, royalties, issues, profits, revenue, income or other payments, whether overdue, due or to become due, and to apply the same in the following order of priority: (a) to payment of all necessary charges and expenses of collection; (b) to the payment of all other costs of operation and management of the Properties; and (c) to remit to Plaintiff the excess of income over such expenditures; and

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g. To take such steps as Receiver believes necessary or desirable to cause the Properties to be occupied by tenants;

h. To rent, let and/or lease all or any portion of the Properties on such terms and conditions, including modification of any existing leases and/or tenancies at the Properties, all in Receiver's sole and absolute discretion; and

i. To, at Receiver's option, institute, prosecute, defend, and compromise all legal proceedings and claims involving the Collateral as Receiver deems desirable or necessary, including without limitation the protection or proper care of the Collateral, the institution and prosecution of suits for the collection of rents or other payments of any description now due or hereafter to become due; and the employment of counsel therefor; and

j. To pay the taxes, assessments, sewer charges, rates and other utility fees thereon.

IT IS FURTHER ORDERED that nothing in this Order shall be construed to impair SP Freemont's rights to sell all or any portion of the Collateral during the pendency of this receivership or at a foreclosure sale; and

IT IS FURTHER ORDERED that the Receiver shall have the power to enter into any listing agreement(s) with a licensed real estate broker in an effort to sell all or any portion of the Collateral; and

IT IS FURTHER ORDERED that the Receiver shall have the power to enter into any and all contracts for sale and/or lease for all or any portion of the Collateral; and

IT IS FURTHER ORDERED that on or before the 15th day of each calendar month, Receiver shall prepare and file with the Court monthly reports, including but not limited to operating statements, balance sheets, rent rolls, income statements, month-end operations reports, general ledgers and copies of all invoices paid during said calendar month ("Monthly Report"); and furnish a copy of each Monthly Report to the undersigned counsel for SP Freemont; and

IT IS FURTHER ORDERED that Receiver shall be fully reimbursed for reasonable amounts expended by Receiver in the preservation and maintenance of the Collateral, and that Receiver shall be reasonably compensated for its services as an independent contractor, and not as an employee of the Plaintiff; and

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IT IS FURTHER ORDERED that in order to fulfill its duties, Receiver shall have unlimited access to the Properties, including access to all books and records kept by Defendant and Defendant's managers, employees, agents, affiliates and/or operators of the Properties, and Defendant shall immediately allow Receiver free access and the unlimited right to inspect and/or copy any and all parts of Defendant's business records relating to the Collateral, and Defendant shall relinquish to Receiver all keys needed for access to the Properties and to all parts or portions of the Collateral; and

IT IS FURTHER ORDERED that Defendant and Defendant's managers, employees, agents, affiliates and/or operators of the Properties shall immediately deliver to Receiver any and all rents, royalties, issues, profits, revenue or income derived from the Collateral which are currently held by Defendant and Defendant's managers, employees, agents, affiliates and/or operators of the Properties, including bank records for all accounts where such proceeds are on deposit; and

IT IS FURTHER ORDERED that this Order is entered into with the express consent of Defendant and Defendant's counsel, and the Defendant and his employees, representatives, partners, property managers, operators, agents, contractors, and all other persons acting in concert or participating with Defendant and Defendant's operators and/or managers of the Properties, are hereby ordered not to hinder, delay or interfere in any manner whatsoever with the possession, management, sale and/or leasing of all or any portion of the Collateral by Receiver in connection with the discharge of its duties pursuant to this Order; and

IT IS FURTHER ORDERED that Receiver shall be discharged of its duties, liabilities and responsibilities regarding the Collateral upon the occurrence of any of the following: (i) upon the successful completion of foreclosure sales for all of the Collateral and the successful subsequent closings related thereto; (ii) the sale and/or lease of all of the Collateral and the successful subsequent closings related thereto; or (iii) upon the direction of SP Freemont to Receiver, in writing; and

IT IS FURTHER ORDERED that Receiver, Defendant and Defendant's managers, employees, agents, affiliates and/or operators of the Properties shall use their best efforts to effect

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an expeditious transition from current management of the Properties to Receiver; and

IT IS FURTHER ORDERED that the Receiver may retain its own legal counsel upon the written consent of Plaintiff, such consent not to be unreasonably withheld; and

IT IS FURTHER ORDERED that Receiver shall not be required to give security or post bond for the payment of such costs and damages as may arise from the appointment of AMG as Receiver; and

IT IS FURTHER ORDERED that the Receiver may assign its duties hereunder to a successor receiver upon separate application and proposed order by Plaintiff and without the consent of Defendant.

Dated this 28 day of September, 2009.

DISTRICT COURT JUDGE

Respectfully submitted by:

LIONEL SAWYER & COLLINS

Todd Touton, Nevada Bar No. 1744
Robert Hernquist, Nevada Bar No. 10616

Attorneys for SP Freemont LLC

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& COLLINS
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EXHIBIT 3

(7)-1

Inst #: 201007120002543
Fees: $19.00 N/C Fee: $0.00
RPTT: $6630.00 Ex: #
07/12/2010 01:32:12 PM
Receipt #: 421707
Requestor:
CLARK RECORDING SERVICE
Recorded By: MSH Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN#: 139-35-310-030

RECORDING REQUESTED BY:
FIRST AMERICAN NATIONAL DEFAULT TITLE
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

MAIL TAX STATEMENTS TO AND
WHEN RECORDED MAIL TO:

SP FREEMONT, LLC C/O
SILVER POINT CAPITAL, L.P.
320 DECKER COURT, STE 109
IRVING TX 75062

58

4070812- LS

The Undersigned Hereby Affirms That There Is No Social Security Number Contained In This Document.

TRUSTEE'S DEED UPON SALE

TITLE OF DOCUMENT

AP# 139-35-310-030
MAIL TAX STATEMENTS TO:

AND WHEN RECORDED MAIL TO:

SP FREEMONT, LLC
C/O SILVER POINT CAPITAL, L.P.
320 DECKER COURT, SUITE 109
IRVING TX 75062

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Hereby Affirms That There Is No Social Security Number Contained In This Document.

407081-05

TRA: **203**

Trust No. **1206654-01**
Loan No. **XXX9114**

Document Transfer Tax $6,630.00
_X__ Grantee was the foreclosing beneficiary; consideration $1,300,000.00
unpaid debt $2,380,907.16 non exempt amount
___ Computed on the consideration or value of real property conveyed
___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMODATION ONLY

Wendy Perry Signature of Declarant or Agent

TRUSTEE'S DEED UPON SALE – UNIFIED SALE

CAL-WESTERN RECONVEYANCE CORPORATION, a corporation, (herein called Trustee) does hereby grant and convey, but without covenant or warranty, express or implied, to **SP FREEMONT, LLC.** (herein called Grantee) the real property in the City of **LAS VEGAS** County of **CLARK**, State of Nevada, described as follows:

LOTS ONE (1) AND TWO (2) IN BLOCK TEN (10) OF LADD'S ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. EXCEPTING THEREFROM THE NORTHEASTERLY FIVE (5) FEET AND A SPANDREL AREA IN THE NORTHWEST CORNER AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED MAY 25, 1978 AS DOCUMENT NO. 851773.

PERSONAL PROPERTY INCLUDED IN THE SALE, PURSUANT TO NRS SECTION 104.9604 OF THE NEVADA UNIFORM COMMERCIAL CODE COVERED BY THE DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING DATED SEPTEMBER 6, 2007, GIVEN BY THE TRUSTOR TO VENEFICIARY AS SECURED PARTY, ALL RIGHT, TITLE, INTEREST, CLAIM AND ESTATE OF SAID TRUSTOR IN AND TO EACH AND ALL OF THE PERSONAL PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TRUSTEE'S DEED UPON SALE

Trust No: 1206654-01
Loan No: XXX9114

This conveyance is made pursuant to the authority and powers vested in said Trustee, as Trustee, or Successor Trustee, or Substituted Trustee, under that certain Deed of Trust executed by **SHENG DU, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY** as Trustor, recorded **September 28, 2007**, as Document No. **0002952** in Book **20070928** Page **XX**, of official records in the office of the Recorder of **CLARK** County, Nevada and pursuant to the Notice of Default recorded **April 01, 2009**, as Document No. **0004501** in Book **20090401**, Page **XX** of Official Records of said County, Trustee having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by said Deed of Trust.

A Notice of Trustee's Sale was published once a week for three consecutive weeks in a legal newspaper, and at least twenty days before the date fixed therein for sale, a copy of said Notice of Trustee's Sale was posted by the Trustee or its authorized representative of said County in three public places.

At the time and place fixed in the Notice of Trustee's Sale, said Trustee did sell said property above described at public auction on **June 09, 2010** to said Grantee, being the highest bidder therefore, for **$1,300,000.00** cash, lawful money of the United States, in satisfaction pro tanto of the indebtedness then secured by said Deed of Trust.

Dated: **June 10, 2010**

IN WITNESS WHEREOF, **CAL-WESTERN RECONVEYANCE CORPORATION**, as Trustee, has this day, caused its corporate name and seal to be affixed hereto and this instrument to be executed by its authorized officer, thereunto duly authorized.

Dated: June 10, 2010

CAL-WESTERN RECONVEYANCE CORPORATION

Wendy V. Perry, Assistant Vice President

State of California)
County of San Diego)

On June 30, 2010 before me, Nicole M. Genet,
a Notary Public, personally appeared Wendy V. Perry, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal (Seal)

Signature Nicole M. Genet

NICOLE M. GENET
Commission # 1783419
Notary Public - California
San Diego County
My Comm. Expires Dec 4, 2011

DESCRIPTION OF PERSONAL PROPERTY

All equipment, machinery, fixtures, goods, inventory, accounts, deposit accounts, money, general intangibles, contract rights, documents, documents of title, instruments and chattel paper, as those terms are defined in the Nevada Uniform Commercial Code as adopted in Nevada, and all other personal property of every kind and description, whether now existing or hereafter acquired, now or at any time hereafter attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any lease or agreement pertaining to the Property owned by Trustor (but excluding the personal property of any tenants of the Property, unless Trustor has acquired an interest therein) including, without limitation:

All income, rents, royalties, revenue, issues, profits, proceeds and other benefits from any and all of the Property;

All deposits made with or other security given to governmental entities or utility companies by Trustor with respect to the Property and the improvements thereon, and all advance payments of insurance premiums made by Trustor with respect thereto and all claims or demands relating to such deposits, other security and/or such insurance;

All fixtures now or hereafter affixed to the Property, including all buildings, structures and improvements of every kind and description now or hereafter erected or placed thereon and any and all machinery, motors, elevators, boilers, equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishings, building service equipment, building materials, supplies, ranges, refrigerators, cabinets, laundry equipment, hotel, kitchen and restaurant equipment, computers and software, radios, televisions, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other floor coverings, lobby furnishings, games and recreational and swimming pool equipment, elevators, cleaning and sprinkler systems, fire extinguishing apparatus and equipment, incinerators and other property of every kind and description now or hereafter placed, attached, affixed or installed in such buildings, structures, or improvements (all of such fixtures being referred to hereinafter as the "Improvements");

All damages, royalties and revenue of every kind, nature and description whatsoever that Trustor may be entitled to receive, either before or after any default hereunder, from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Property;

All proceeds and claims arising on account of any damages to or taking of the Property or the Improvements thereon or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Property or the Improvements;

All licenses (including, but not limited to, any operating licenses or similar licenses), contracts, management contracts or agreements, franchise agreements, permits, authorities or certificates required or used in connection with the ownership of, or the operation of maintenance of the Improvements or any Business;

All present and future accounts, general intangibles, chattel paper, contract rights, deposit accounts, instruments and documents as those terms are defined in the Uniform Commercial Code, now or hereafter relating or arising with respect to the Property and for the use thereof or any improvements thereto, including, without limitation: (i) all rights to the payment of money, including escrow proceeds arising out of the sale or other disposition of all or any portion of the Property; (ii) all plans, specifications and drawings relating to the development of the Property and/or any construction thereon; (iii) all use permits, occupancy permits,

development agreements, construction and building permits and all other permits and approvals required by any governmental or quasi-governmental authority in connection with the development, construction, use, occupancy or operation of the Property; (iv) any and all agreements relating to the development, construction, use, occupancy and for operation of the Property between Trustor and any contractor, subcontractor, project manager or supervisor, architect, engineer, laborer or supplier of materials; (v) all lease or rental agreements; (vi) all names under which the Property is now or hereafter known and all rights to carry on business under any such names or any variant thereof; (vii) all goodwill relating to the Property and for the development, construction, use, occupancy or operation thereof; (viii) all insurance proceeds and condemnation awards arising out of or incidental to the ownership, development, construction, use, occupancy or operation of the Property; (ix) all reserves, deferred payments, deposits, refunds, cost savings, bonds, insurance policies and payments of any kind relating to the Property; (x) all loan commitments issued to debtor in connection with any sale or financing of the Property; and (xi) all supplements, modifications and amendments to the foregoing.

All water rights appurtenant to the Property together with all pumping plants, pipes, flumes and ditches, all rights to the use of water as well as the rights in ditches for irrigation of the Property, all water stock relating to the Property, shares of stock or other evidence of ownership of any part of the Property that is owned by Trustor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property;

All plans and specifications prepared for entitlement or development of the Property or construction of the Improvements and all studies, data and drawings relating thereto; and also all contracts and agreements of Trustor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the entitlement or development of the Property or construction of the Improvements; and

All sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchasers of any part of the Property or of any buildings or structures on the Property, together with all deposits and other proceeds of the sale thereof.

All landscaping, trees and other plants and crops growing on the Property, all crops harvested and all net sale proceeds from crops harvested, packed and sold, all maintenance buildings and agricultural equipment located on the Property, and any and all other property now or hereafter located on or at the Property and used in connection with any farming operations conducted upon the Property.

To the extent not already included within the foregoing categories, all inventory, accounts receivable, furniture, fixtures, equipment and other personal property of or related to or used in the operation of any Business.

All replacements, repairs and substitutions of, and accessions and additions to, any of the foregoing.

All proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any thereof (pursuant to judgment, condemnation award or otherwise) and all goods, documents, instruments, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof.

EXHIBIT A

STATE OF NEVADA
DECLARATION OF VALUE FORM

TS#1206654-01Title Order#:4070812

1. Assessor Parcel Number(s)
   a)139-35-310-030
   b)
   c)
   d)
2. Type of Property:
   a) ☐ Vacant Land b) ☒ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   ☐ Other

FOR RECORDER'S OPTIONAL USE ONLY
Book:_____ Page:_____
Date of Recording:_____
Notes:

3. Total Value/Sales Price of Property $1,300.000.00
   Deed in Lieu of Foreclosure Only (value of property) ( )
   Transfer Tax Value: $1,300,000.00
   Real Property Transfer Tax Due $. 6,630.00
4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section
   b. Explain Reason for Exemption:
5. Partial Interest: Percentage being transferred: 100%

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

Signature Wendy Perry Capacity As agent for Cal-Western Recon Corp.

Signature_____ Capacity _____

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name:	**Cal-Western Reconveyance Corp**	Print Name: SP Freemont, LLC
Address:	**525 East Main Street**	Address: 320 Decker Court, Suite 109
City:	**El Cajon**	City: Irving
State	**CA 92022**	State: TX Zip:75062

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: ~~FIRST AMERICAN NATIONAL DEFAULT TITLE~~ Escrow #: 4070812
Address: ~~3 FIRST AMERICAN WAY~~
City: ~~SANTA ANA, CA 92707~~ State:_____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 4

Fremont Plaza
1300 East Fremont
Las Vegas, NV 89101
Phone: (702) 385-2588

COMMUNITY RULES AND REGULATIONS

Occupancy:
Studio: 2 persons
1 Bedroom: 3 persons
Only registered tenants are authorized to occupy the units (NO SUB-LEASING IS ALLOWED)
A state issued ID card must be on file for every registered tenant 18yrs. or older.
All information obtained by this office will be provided to LVMPD, as part of their crime prevention program.
Background checks and eviction checks are processed as part of the check in procedures.
Any guest staying longer than 24 hours must be placed on the unit registration packet.

Rents:
Rent is due and payable BEFORE noon on the date it is due
After noon there is a $10.00 per day late charge.
There is a $30.00 cleaning fee (non-refundable)
There is a $10.00 Key deposit (refundable) – Your key is not to be given out to anyone. Refund will not occur unless ALL keys issued are returned.
Loss of key will result in a $35 fee.
Fremont Plaza is a pet free community - Pets must be approved by management and there is a $25 per month pet rent and a $75 non-refundable pet fee.
A minimum $150.00 pack –out/storage fee will be charged for all pack-outs.
Renters insurance is highly recommended.

Parking areas:
No automobile repair or detailing is permitted while on property
No excessive car stereo noise is permitted
Your vehicle must be in working order and have current registration.
Any violation of these policies can and will result in the vehicle being towed at the owners expense.
If you believe that your vehicle has been towed you must contact LVMPD and or the towing company.

Common Areas:
No loitering is allowed in any common area this includes stairways, parking lots, sidewalks, walkways, or in front of the units.
Non- registered guest must be escorted by a registered tenant at all times while in any common area. No exceptions. Visiting hours are between 7:00 a.m. to 10:00 p.m. Monday thru Sunday. (See visitor policy for further detail)
Any Non-registered guest not escorted by registered guest may be asked to leave the premises and when necessary, formally trespassed.
Please ensure the common area entry doors are closed at all times and close behind you as you enter the building.
Any violations of these rules can and will result in violations and possibly fines issued to your unit up to and including "no re-rent" status...
No foil is to be placed in windows at anytime.

Units:
Your unit must be kept clean, and in a condition that will not create a health hazard at all times.
No trash or personal items are permitted to be left in any hallways, walk ways, sidewalks, or stair wells. This includes but is not limited to bikes, BBQ's chairs etc.
All trash must be deposited immediately in the provided trash dumpsters/containers located at the rear of the buildings
Do not access your unit by any other method than through the doorway with your key
No permanent fixtures (i.e. nails, screws, shelf s etc.) are to be affixed to the outside of your unit.
No loud noise after 10pm, this includes but is not limited to Radio's, TV's, and or loud talking.
Domestic disturbances will not be tolerated on this property.
Participating in any illegal activities is strictly prohibited. Illegal activities include but are not limited to the use, sale, and or manufacturing of controlled substances, larceny, possession and or sale of stolen goods, assault, prostitution, vandalism, trespassing, and or destruction of private property.
In an effort to keep utility costs down, please keep your windows and doors closed
If you do not have a kitchen, you can not cook in your room. You can have a microwave.

No unwelcome guest in the units. An unwelcome person is an individual that has been trespassed, a person that has not been registered, or any person that is deemed by management to be not welcome on this property.

MANAGEMENT HAS THE RIGHT TO REFUSE SERVICE TO ANYONE FOR ANY REASON.

Office:
Shirts and shoes are required to receive service in the office
As a courtesy, management will take messages and mail delivery for the residents in the office. The resident is responsible for retrieving their mail/messages.

Violations issued by Management:
If you or your guests violate any rules or regulations while on property, you may receive a violation the violation can result in fines that a due before your rent is accepted.
1st violation = Warning
2nd Violation = $25.00 fine
3rd Violation = $50.00 fine
4th Violation = $100.00 or a possible no re-rent status

If your guest violates any rules or regulations while on property they can and will be trespassed from the property. Once an individual has been trespassed from the property, their subsequent return to the property will result in an immediate arrest for trespassing.

This property has a no tolerance policy for any illegal activities, and we **WILL PROSECUTE** any and all offenders of this policy. **ANY** other prosecutable offence is grounds for immediate termination of tenancy. Management reserves the right to terminate your tenancy if you are in participation of any illegal activity.

Visitor's Policy:

No visitors between the hours of 10 p.m. and 7 a.m. –Anyone who is not a tenant and is on the property during these hours, for any reason, will be considered trespassing and is subject to arrest.

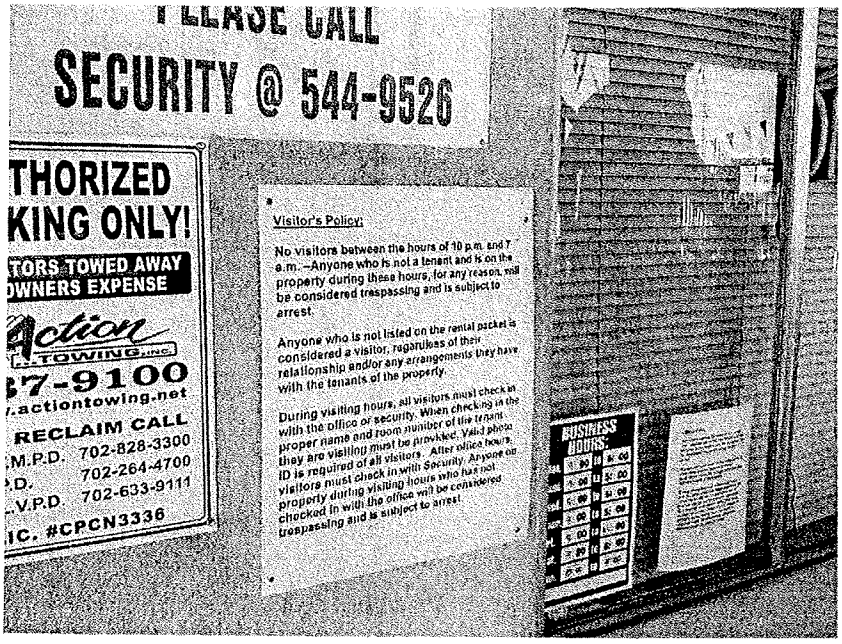
Anyone who is not listed on the rental packet is considered a visitor, regardless of their relationship and/or any arrangements they have with the tenants of the property.

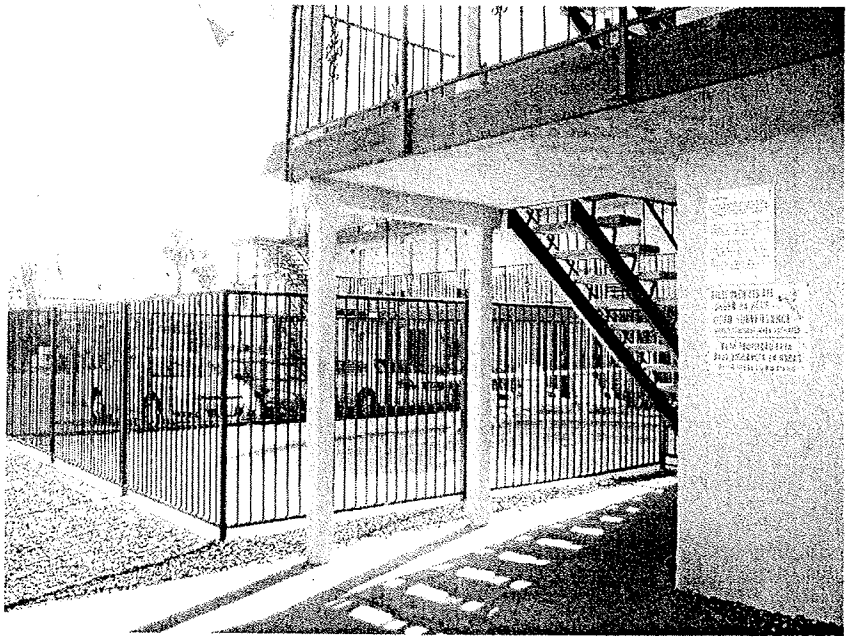
During visiting hours, all visitors must check in with the office or security. When checking in the proper name and room number of the tenant they are visiting must be provided. Valid photo ID is required of all visitors. After office hours, visitors must check in with Security. Anyone on property during visiting hours who has not checked in with the office will be considered trespassing and is subject to arrest.

LVMPD WILL BE NOTIFIED OF ANY AND ALL ILLEGAL ACTIVITIES.
I understand I may be asked to vacate immediately if I fail to comply with the above policies. Additionally, I agree to be responsible for any cost of collection that Fremont Plaza may incur as a result of my account being placed with an outside collection agency. I further agree to be responsible for any Attorney fees and court costs.

_____ _____
Resident Signature Date

EXHIBIT 5





Visitor Policy Posted

EXHIBIT 6

ADVANCED
MANAGEMENT GROUP

Weekly Resident Background Checks

Title Weekly resident Background Checks

Department(s) Property

Reports To Manager

System:

This System is designed to provide background checks for prospective residents or "add-on" residents to current apartments allowing for management to potentially divert undesirable residents.

- When the prospect inquires about an apartment home, they must complete a resident application and provide valid state or federally issued identification.
- The rules and regulations must be signed as these clearly notify prospect of management's intent to work closely with the authorities in enforcing the rules of the community.
- While the paperwork is being completed by the prospect, manager/CSR must make a copy of the identification for the file.
- The local court eviction web site must be checked for prior evictions during the prior year. If there are any nuisance evictions, the applicant is immediately declined. If they are found to have multiple rent related evictions, they are declined.
- Once the eviction inquiry has been completed, the criminal background check is completed through www.publicdata.com.
- If the prospect is found to have drug related charges, prostitution related charges or violent crimes in their background in the past 5 years, tenancy will be declined.
- If the prospect background check reflects no information found through background check, print a copy of this page and attach it to the new residents packet as verification that background check was completed.
- The same steps are followed for an "add on" to an existing residents room.

_____ _____

Signature Date

Job code	
Generic title	
Pay grade	
Management? (Yes/No)	
E/NE status	
Last revised	

EXHIBIT 7

TSI

TOTAL SAFETY INCORPORATED

Post Instructions

6/22/10

SITE NAME	SITE ADDRESS	CROSS STREETS
Fremont Apts	1300 E Fremont, 1400 E. Fremont, 1500 E. Fremont	E. Fremont & 14 Street <13th,14th & 15th>

Directions to Site : 95 to Las Vegas Blvd, Left on Fremont Street
Post Description: <3x Apartment> Fremont Plaza, Fremont Street Apts, Sunflower Apts
Overall Responsibility: To provide a safe environment; 8P to 4A Foot Patrol

Specific Tasks:

Note: There is a security office at the Sunflower with copy machine, bathroom & radio / charger

1. **Contact R-1** when going on duty and when going off duty by radio, make sure that the radio is working and you can be contacted by radio at all times during your shift.
2. **High visibility patrol:** Make contact with tenants when they are out side, "say Hi," let yourself be seen. Get to know whom the tenants are and know who should be and not be on property.
3. **Maintain accurate logs** of all activities, < > Note each time you are at each complex. For problems note what complex and what unit. . The white copy goes to TSI.
4. **Patrol entire property.** Be totally familiar with properties and tenants,
   A. ; High visibility patrol, 2nd building in back across the alley, problems in alley note all issues on log, check for noise, ask tenants to quiet down, note units on log, make sure you put a copy of log in rent drop box each night.
   B. ; High visibility patrol, check for noise, ask tenants to quiet down, note units on log, make sure you put a copy of log in rent drop box each night.
   C. ; Pick up a copy of the rent roll from the Manager every week. High visibility patrol, , check empty units <blinds will be open>, check for noise, ask tenants to quiet down, note units on log, make sure you put a copy of log in rent drop box each night.

   Note any issue with tenants on log so unit managers can deal with them
5. Check laundry room to make sure it's locked <check posted hrs>.
6. **No Loitering,** verify if they live on property and note on log, trespass repeat offenders as necessary and note on log.
7. Log any graffiti and (i.e. lights, sprinklers irrigation problems).
8. Any emergency – medical, fire, police or major problems go through Road Captain.
9. DO NOT keep any keys for tenants.

Know your Chain of Command:
On Duty Patrol Captain 501-2488
Ed Farrow/Director of Operations
Tyler Bayne/Vice President

Emergency Numbers:
Patrol Captain 501-2488 Metro or Fire 911 or 311
TSI Control 967-5730
Adam patrol 767-0731

Job Site Contact Person(s):
Sunflower : Robert <788-2805> Lives on site at #101
Fremont Plaza: Rhonda Percy <385-2588> Lives on site #210 874-8311 cell
Fremont Street Apts: Richard Raulston Lives on site next to office 527-9737 cell
Property Manager Julia Furrule <755-7478> (Call last)

Radio Call Signs: - Fremont and your DSN

Las Vegas Metropolitan Police Department
I.D.F. Codes (Amended 06-2000)
(When clearing from the following events, a disposition is required)

CODE	DESCRIPTION
401	ACCIDENT
401A	HIT AND RUN
401B	ACCIDENT WITH INJURY
401C	ACCIDENT (PRIVATE PROPERTY)
402	FIRE
403	PROWLER
404	UNKNOWN TROUBLE
404A	9-1-1 DISCONNECT
405	SUICIDE
406	BURGLARY
406A	BURGLARY ALARM
406V	AUTO BURGLARY
407	ROBBERY
407A	ROBBERY ALARM
407B	ROBBERY INVOLVING A B-PACK
408	DRUNK
409	DRUNK DRIVER
410	RECKLESS DRIVER
411	STOLEN MOTOR VEHICLE
411A	RECOVERED STOLEN VEHICLE
411B	STOLEN DEPT. BAIT CAR
413	PERSON WITH A GUN
413A	PERSON WITH A KNIFE
413B	PERSON WITH OTHER DEADLY WEAPON
414	GRAND LARCENY
414A	PETIT LARCENY
414C	LARCENY FROM A PERSON
415	ASSAULT/BATTERY
415A	ASSAULT/BATTERY WITH A GUN
415B	ASSAULT/BATTERY WITH OTHER DEADLY WEAPON
415C	ASSAULT/BATTERY NEGATIVE INJURY DRIVE BY SHOOTING
416	FIGHT
416A	JUVENILE DISTURBANCE
416B	OTHER DISTURBANCE
417	FAMILY DISTURBANCE
418	MISSING PERSON
418A	FOUND PERSON
418B	RUNAWAY
419	DEAD BODY
420	HOMICIDE

CODE	DESCRIPTION
421	SICK OR INJURED PERSON
421A	MENTALLY ILL PERSON
421C	SICK OR INJURED PERSON WITH COMMUNICABLE DISEASE
422	INJURED OFFICER
423	SEE PERSON FOR INFO
424	ABUSE/NEGLECT
425	SUSPICIOUS SITUATION
425A	SUSPICIOUS PERSON
425B	SUSPICIOUS VEHICLE
425H	HAZARDOUS MATERIAL
426	SEXUAL ASSAULT
427	KIDNAP
428	CHILD MOLEST
429	INDECENT EXPOSURE
430	ANIMAL COMPLAINT
431	MISSING/FOUND PROPERTY
432	FRAUD
433	STOLEN PROPERTY
434	ILLEGAL SHOOTING
437	KEEP THE PEACE
438	TRAFFIC PROBLEM
439	ASSIST CITIZEN
440	WANTED SUSPECT
441	MALICIOUS DESTRUCTION OF PROPERTY
442	AIRPLANE EMERGENCY
443	ASSIST AN OFFICER
444	OFFICER NEEDS HELP-EMERGENCY
444A	PANIC ALARM AT METRO FACILITIES
445	EXPLOSIVE DEVICE
446	NARCOTICS
447	CIVIL MATTER

NOTE: "Z" IS USED AFTER ANY OF THE ABOVE TO REPRESENT "ATTEMPT". "G" IS USED FOR GANG INVOLVEMENT, "D" IS USED FOR DOMESTIC VIOLENCE, OR "X" FOR DEPARTMENT EXERCISE.

OFFICER INITIATED CODES

461	NON-CRIMINAL DETAIL
462	DIRECTED PATROL ACTIVITY
463	INVESTIGATION/FOLLOW-UP
465	STAKE OUT
467	VEHICLE STOP
468	PERSON ON FOOT
469	BAR/PERIMETER CHECK

ADMINISTRATIVE CODES

480	MAINTENANCE
481	DETAIL
482	LUNCH
483	COFFEE
484	COURT
485	COMMUNITY CONTACT
486	RANGE
492	TRANSPORT
494	OUT OF VEHICLE
495	MISC. ADMIN. MATTER

PHONETIC ALPHABET

A	ADAM
B	BAKER
C	CHARLIE
D	DAVID
E	EASY
F	FRANK
G	GEORGE
H	HENRY
I	IDA
J	JOHN
K	KING
L	LINCOLN
M	MARY
N	NORA
O	OCEAN
P	PAUL
Q	QUEEN
R	ROBERT
S	SAM
T	TOM
U	UNION
V	VICTOR
W	WILLIAM
X	X-RAY
Y	YELLOW
Z	ZEBRA

A	ARRESTED
B	CITATION ISSUED
C	INCDT./CRIME REPORT (PRIMARY)
D	INCDT./CRIME REPORT (PRIMARY) ARREST MADE
E	INCDT./CRIME REPORT (PRIMARY) CITATION ISSUED
F	UNFOUNDED
G	DISPATCH CANCELLED
H	GONE ON ARRIVAL
I	UNABLE TO LOCATE
J	SETTLED AT SCENE
K	REPORT TAKEN-OTHER THAN INCDT./CRIME REPORT (DO NOT USE IF AN INCDT./CRIME REPORT WAS TAKEN)
L	HANDLED BY OTHER JURISDICTION
M	WARNING AND/OR SUBJECT ADVISE
O	FALSE ALARM
P	REFUSED TO SIGN COMPLAINT
Q	HANDLED BY UNIT OTHER THAN PATROL (INDICATE SPECIFIC UNIT)
R	RADIO BROADCAST ONLY
S	NON-CRIMINAL DETAIL COMPLETE
T	REPORT TAKEN UNDER PREVIOUS EVENT #
Z	INSURANCE REPORT (CAD Event only)

CODES

CODE 3	RESPOND WITH RED LIGHTS AND SIREN
CODE 4	TO BE UTILIZED WHEN THERE IS NO LONGER AN EXISTING EMERGENCY AND WHEN NECESSARY TO CLEAR THE CHANNEL
CODE 5	REQUEST FOR CAMERA IN JAIL TO BE ACTIVATED
CODE RED	EMERGENCY EXISTS - EMERGENCY TRAFFIC ONLY
CODE 30	DOES NOT CONFORM TO PROPER PROCEDURES

EXHIBIT 8

Fremont Plaza

Installation of Convex Mirrors Near Elevators

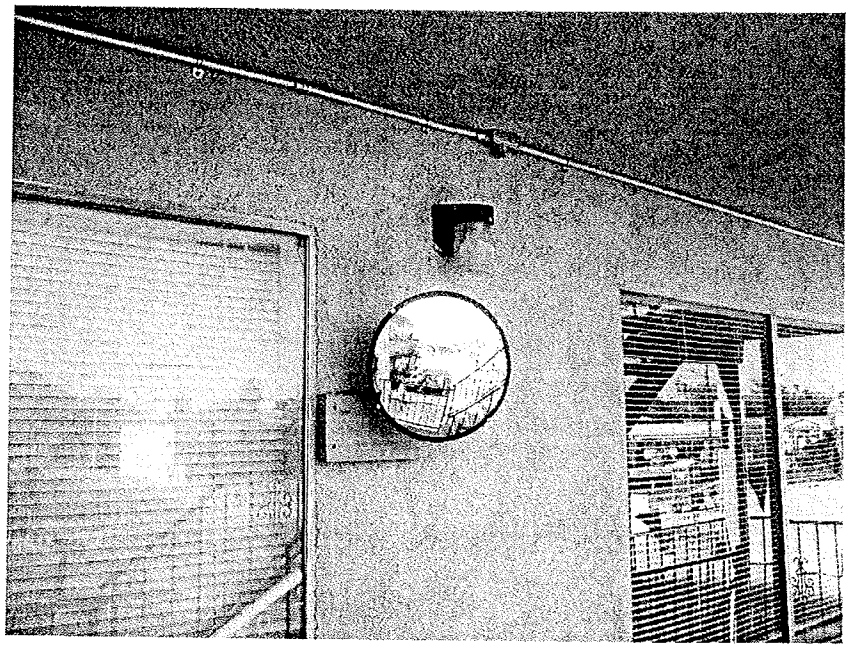


EXHIBIT 9

Shayne N. Torres

1733 Mexican Poppy St. Summerlin, NV 89128 (310)200-5446 storres_propertymgr@yahoo.com

EXPERIENCE

G.C. & Associates — Van Nuys, CA
Property Manager — 10/09-02/10

- On-site manager for a 160-unit condo property in Van Nuys, Los Angeles.
- Duties included advertising of property vacancies, showing units, screening applicants and preparing lease documents. Coordinating tenant move-ins and move-outs.
- Responsible for collection and deposit of monthly rents and annual rent increases. Knowledge of eviction process and posting 3-Day and 30/60-Day notices.
- Develope and maintain a marketing portfolio including a list of advertisements of the property.

Playa Vista Properties — Los Angles, CA
Property Manager — 5/07-03/09

- On-site manager for a 130-unit apartment building in Downtown Los Angeles.
- Duties included advertising of property vacancies, showing units, screening applicants and preparing lease documents. Coordinating tenant move-ins and move-outs.
- Responsible for collection and deposit of monthly rents and annual rent increases. Knowledge of eviction process and posting 3-Day and 30/60-Day notices.
- Over see construction and maintenance projects and issues.

Sky Properties/M. Stein, LLC — Ventura, CA
Property Manager — 10/02-5/07

- On-site manager in Reseda, CA for a 60-unit apartment building.
- Duties included advertising of property vacancies, showing units, screening applicants and preparing lease documents. Coordinating tenant move-ins and move-outs.
- Responsible for collection and deposit of monthly rents and annual rent increases. Knowledge of eviction process and posting 3-Day and 30/60-Day notices.
- Weekly and end of month closing reports, billing, invoices, verification of work orders and accounting into Yardi Voyager.
- Keeping building and grounds clean, maintenance, repairs and responding to tenant's needs. Basic working knowledge of plumbing, electrical, appliance repair, drywall and painting, and carpentry.
- Also worked in the owner's office as a Property Supervisor/Administrative Assistant by managing other smaller residential and commercial buildings.
- Market surveying for rent comparisons in the surrounding area.
- Extensive experience working with multiple vendors and handling various maintenance requests for both residential and commercial buildings.
- Knowledge of Fair Housing Laws, Tenant/Landlord Laws and Section 8 Housing.
- Over see construction and maintenance projects and issues.

Smith Bros. Inc. — Westlake Village, CA
Home Improvement Specialist — 5/04-03/05

- Customer service calls, crown molding installation, window and door installation and replacements, reading of plans, finish carpentry and high end quality finishes.

Marina Development — Oxnard, CA
Home Improvement Specialist — 1/04-7/04

- Customer service calls, crown molding installation, window and door installation and replacements, reading of plans, custom closets, finish carpentry and high end quality finishes.

Westcoast Sash and Door — Ventura, CA
Installer Technician — 1/03-12/03

- Customer service calls, crown molding installation, window and door installation and replacements, reading of plans, finish carpentry and high end quality finishes.

Shayne N. Torres

1839 S. Main St. # 322, Los Angeles, CA 90015 (818)618-0371 storres_propertymgr@yahoo.com

Bel Air Exteriors — Van Nuys, CA
Home Improvement Specialist — 3/00–3/02

- Interior design and remodeling. Work included customer service calls, project management, various home improvement tasks, crown molding, window and door replacements, framing, custom bay windows, siding, minor electrical, painting and staining of fine wood grain doors.

Interim Personnel — Las Vegas, NV
Administrative / General Office Assistant — 1/98-1/00

- Assisted in general office and administrative tasks such as data entry, filing, customer service, heavy copying, deliveries and faxing.

Select Personnel Services — Las Vegas, NV
Personnel coordinator / Technical Support — 7/97-1/98

- Human resources support for various companies by interviewing prospective applicants, job placement, reference checks, and employee performance follow-up calls.
- On-site manager for an accounting office using a computerized time and attendance system (JANTEK) to do payroll for approximately120 personnel.
- Responsible for workers compensation program.

Quality Iron, Inc. — Las Vegas, NV
Executive / Advertising Assistant — 3/97-7/97

- Responsible for accounting, billing and invoicing by Quick Books.
- Photographed company products and worked with a digital camera. In addition, used computer software to make brochures/catalogs and flyers for home shows and customers.
- Received training in wrought iron welding, fabrication and installation.

United States Navy — NAVSTA San Diego, CA
Administrative / Central Files Assistant — 3/93-3/97

- Worked for the Commanding Officer and Executive Officer of Naval Station Head Quarters.
- Customer service, data entry and preparation of Power Point presentations.
- In charge of setting the naval base plan of the day and scheduling daily, weekly, and monthly events and meetings. Set up conference room for weekly scheduled conferences.
- Responsible for mail sort and distribution to various departments.
- Held Security Clearance for retrieving and delivering secret and confidential information to the Commanding Officer.
- Worked with Sea Bees in various on-base commercial and government housing constructions and remodeling.

EDUCATION

Medical Technology Development Center — Ventura, CA — 2005
Physical Therapy Aide, Medical Office and Billing courses taken.

San Diego State University — San Diego, CA — 1994-1996
Business Administration and Computer Training courses taken.

Camarillo High School — Camarillo, CA — 1986-1990
High School Diploma

LANGUAGES

English and Spanish

REFERENCES

Available upon request.

Sky Properties M. Stein, L.L.C.
1062 Poli St.
Ventura, CA 93101

May 9, 2007

To Whom It May Concern:

I am writing this letter of reference on behalf of, Shayne Torres, our former employee. Mr. Torres was employed from October 2002 to May 2007 as an On-Site Apartment Manager with our company. He managed a 60-unit apartment building in Reseda. In addition, he took on additional responsibilities as a Property/Project Manager Assistant in the main office in Ventura from December 2004 to February 2007. Mr. Torres was a dedicated and professional employee. On many occasions, Shayne went above and beyond in his duties and responsibilities by taking extra measures and necessary steps to complete multiple tasks, projects and assignments. He also managed our properties and busy office on a day to day basis. Shayne interacted well with employees. He was reliable and showed good judgment. His efforts, hard work and dedication have been an asset to our company over the past four years.

Shayne has shown the kind of initiative which is necessary to be successful over the long-term in the property management and real estate industry. He has excellent customer service skills, yet remains focused on the overall needs of the client and company. I believe he will be a strong manager and has an excellent future in the property management field. He is a conscientious worker and has an excellent work ethic. We would gladly have continued to work with Shayne if he were open to working in the Ventura area.

I recommend Shayne to you without reservation. If you have any further questions with regard to his background or qualifications, please do not hesitate to call me.

Sincerely,

Mandy Stein
Property Owner

Subject: FW: Shayne Torres

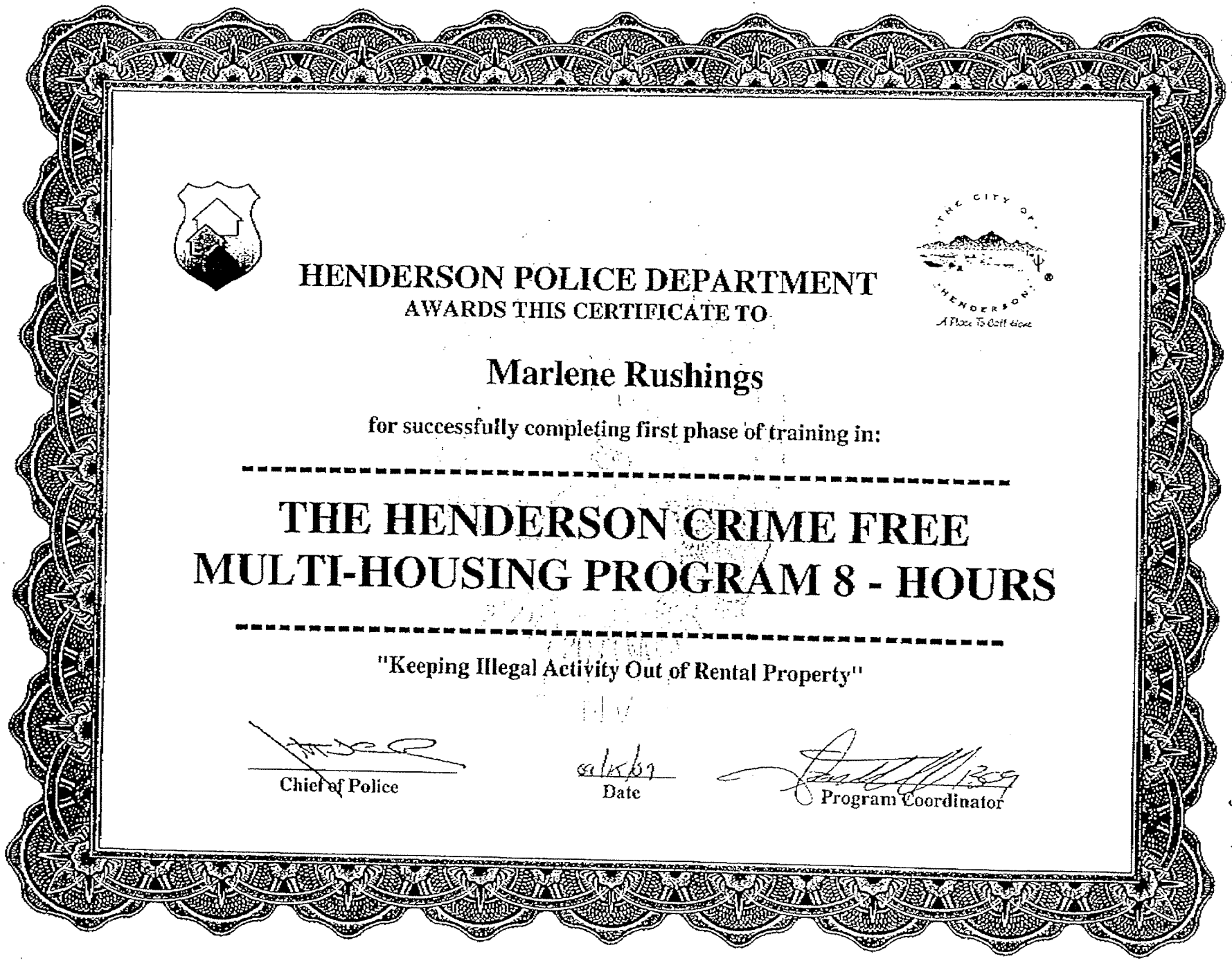
From: Pamela Terry [mailto:P7707T@LVMPD.COM]
Sent: Wednesday, August 11, 2010 2:26 PM
To: Julia Furrule
Subject: Shayne Torres

Julia,

He is registered for the September 15 class. I'll let you know if he doesn't show up!

Pam Terry
Crime Prevention Specialist
South Central Area Command
4860 Las Vegas Blvd., So.
Las Vegas, NV 89119
(702)828-8163
(702)828-1619 (fax)
E-Mail: p7707t@lvmpd.com

EXHIBIT 10



HENDERSON POLICE DEPARTMENT

AWARDS THIS CERTIFICATE TO

Marlene Rushings

for successfully completing first phase of training in:

THE HENDERSON CRIME FREE MULTI-HOUSING PROGRAM 8 - HOURS

"Keeping Illegal Activity Out of Rental Property"

Chief of Police

Date

Program Coordinator

07/26/2010 07:57 DELL1125 0000000000 #017 Page 02/03

EXHIBIT 11

Fremont Plaza
Calls for Service Trends

	January	February	March	April	May	June
Calls for Service	79	56	52	41	36	32
% Reduction in calls for service since Janaury		-29.11%	-34.18%	-48.10%	-54.43%	-59.49%
Arrests	14	8	2	2	8	2
% Reduction in arrests since Janaury		-42.86%	-85.71%	-85.71%	-42.86%	-85.71%
Citations	7	4	2	2	4	3
% Reduciton in citations since January		-42.86%	-71.43%	-71.43%	-42.86%	-57.14%
Crime Reports	1	0	4	2	0	2

Systems in place to help reduce problematic residents:

Internal "No Re-rent" list (see sample attached)
Utilization of Clark County Eviction Records
Participation in IDL program with the police department
Mandatory attendance of managers at Crime Free Multi Housing Class
Use of publicdata.com to screen prospects for criminal background
CPO presence increased to 60% of shared shift
Visitors to check in with office

Waiting on further information from Metro regarding the SILA program (Summons in Leau of Arrest)