CIVIL COVER SHEET

County, Nevada A-10-617919-B

Case No. _____ XI

(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone): Ronen Nachum & Mali Nachum, 9328 Tournament Canyon Drive, Las Vegas, NV 89144 Attorney (name/address/phone): Michael Stein, Esq. and Brian N. Reeve, Esq. Snell & Wilmer, LLP, 3883 Howard Hughes Parkway, Suite 1100, Las Vegas, NV 89169 Tel: (702) 784-5200	Defendant(s) (name/address/phone): Eva Longoria Parker, 6457 Deep Dell Place, Los Angeles, CA 90068; Jonas Lowrance, Palms Place, 4381 W. Flamingo Road, Las Vegas, NV 89103; Beso, LLC, c/o Resident Agent Bryan M. Willimas, 8363 W. Sunset Road, Ste. 300, Las Vegas, NV 89113 Attorney (name/address/phone):

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)

☐ **Arbitration Requested**

Civil Cases

Real Property

- ☐ **Landlord/Tenant**
  - ☐ Unlawful Detainer
- ☐ **Title to Property**
  - ☐ Foreclosure
  - ☐ Liens
  - ☐ Quiet Title
  - ☐ Specific Performance
- ☐ **Condemnation/Eminent Domain**
- ☐ **Other Real Property**
  - ☐ Partition
  - ☐ Planning/Zoning

Torts

Negligence

- ☐ **Negligence – Auto**
- ☐ **Negligence – Medical/Dental**
- ☐ **Negligence – Premises Liability** (Slip/Fall)
- ☐ **Negligence – Other**

- ☐ **Product Liability**
  - ☐ Product Liability/Motor Vehicle
  - ☐ Other Torts/Product Liability
- ☐ **Intentional Misconduct**
  - ☐ Torts/Defamation (Libel/Slander)
  - ☐ Interfere with Contract Rights
- ☐ **Employment Torts** (Wrongful termination)
- ☐ **Other Torts**
  - ☐ Anti-trust
  - ☐ Fraud/Misrepresentation
  - ☐ Insurance
  - ☐ Legal Tort
  - ☐ Unfair Competition

Probate

- ☐ **Summary Administration**
- ☐ **General Administration**
- ☐ **Special Administration**
- ☐ **Set Aside Estates**
- ☐ **Trust/Conservatorships**
  - ☐ Individual Trustee
  - ☐ Corporate Trustee
- ☐ **Other Probate**

Other Civil Filing Types

- ☐ **Construction Defect**
  - ☐ Chapter 40
  - ☐ General
- ☐ **Breach of Contract**
  - ☐ Building & Construction
  - ☐ Insurance Carrier
  - ☐ Commercial Instrument
  - ☐ Other Contracts/Acct/Judgment
  - ☐ Collection of Actions
  - ☐ Employment Contract
  - ☐ Guarantee
  - ☐ Sale Contract
  - ☐ Uniform Commercial Code
- ☐ **Civil Petition for Judicial Review**
  - ☐ Other Administrative Law
  - ☐ Department of Motor Vehicles
  - ☐ Worker's Compensation Appeal

- ☐ **Appeal from Lower Court** *(also check applicable civil case box)*
  - ☐ Transfer from Justice Court
  - ☐ Justice Court Civil Appeal
- ☐ **Civil Writ**
  - ☐ Other Special Proceeding

Other Civil Filing

- ☐ Compromise of Minor's Claim
- ☐ Conversion of Property
- ☐ Damage to Property
- ☐ Employment Security
- ☐ Enforcement of Judgment
  Foreign Judgment – Civil
- ☐ Other Personal Property
- ☐ Recovery of Property
- ☐ Stockholder Suit
- ☐ Other Civil Matters

III. Business Court Requested (Please check applicable category; *for Clark or Washoe Counties only.*)

- ☒ NRS Chapters 78-88
- ☐ Commodities (NRS 90)
- ☐ Securities (NRS 90)
- ☐ Investments (NRS 104 Art. 8)
- ☐ Deceptive Trade Practices (NRS 598)
- ☐ Trademarks (NRS 600A)
- ☐ Enhanced Case Mgmt/Business
- ☐ Other Business Court Matters

June 2, 2010

Date

Signature of initiating party or representative

COMP
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Attorneys for Plaintiffs

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CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

RONEN NACHUM, an individual; and MALI NACHUM, an individual,

Plaintiffs,

vs.

EVA LONGORIA PARKER, an individual; JONAS LOWRANCE, an individual; and BESO, LLC, a Nevada limited liability company, DOES 1 through 10, inclusive, and ROES 11 through 20, inclusive,

Defendants.

CASE NO.: A-10-617919-B

DEPT: XI

VERIFIED COMPLAINT

Assignment to Business Court Requested pursuant to EDCR 1.61(c)(2): primary claims are based on NRS 78-92A (EDCR 1.61(a)(1))

(Exempt from Arbitration: Action seeking declaratory and equitable relief)

Ronen Nachum ("R. Nachum") and Mali Nachum ("M. Nachum"), hereinafter the "Plaintiffs" or the "Nachums", by and through their undersigned counsel of record, bring this complaint against defendants Eva Longoria Parker ("Longoria"), Jonas Lowrance ("Lowrance"), Beso, LLC ("Beso" or the "Company"), and Doe and Roe Defendants and allege as follows:

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I.

PARTIES

1. Plaintiffs, Longoria and Lowrance are members of Beso, a Nevada limited liability company conducting business in Clark County Nevada.

2. This lawsuit involves a series of transactions occurring in Clark County, Nevada.

3. Plaintiffs are unaware of the true names and capacities of Defendants named herein as Does 1 through 10 and Roes 11 through 20, and therefore sue such Defendants by said fictitious names. Plaintiffs are informed and believe and thereupon allege that one or more of the Doe and/or Roe Defendants are responsible for the acts and/or omissions complained of herein. Plaintiffs will move to substitute the true names of said Doe and Roe Defendants upon discovery of same.

4. Upon information and belief, the Doe Defendants consist of a group of approximately six, middle-aged, Caucasian males who surrounded the Nachums on May 5, 2010 at the Beso Las Vegas restaurant located at CityCenter, 3720 Las Vegas Boulevard South, #260, Las Vegas, Nevada 89109 at approximately 3:00 p.m.

5. Upon information and belief, the Roe Defendants are the natural persons or legal entities that employed or otherwise hired the Doe Defendants to provide services on behalf of the Roe Defendants.

6. Plaintiffs are informed and believe and thereon allege that some of the acts set forth in this Verified Complaint alleged to have been done by any of the Defendants were authorized, approved, or ratified by each of the other Defendants.

7. The Eighth Judicial District Court has subject matter jurisdiction over this matter pursuant to Article 6, Section 6 of the Nevada State Constitution.

8. The Eighth Judicial District Court has personal jurisdiction over the Defendants pursuant to NRS 14.065.

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II.

GENERAL ALLEGATIONS

A. Beso's Formation

9. In 2006, R. Nachum oversaw the construction of a restaurant in Hollywood, California called Beso ("Beso Hollywood").

10. The "face" of Beso Hollywood is Longoria.

11. Due in part to R. Nachum's skill and dedication, the construction of Beso Hollywood was successful.

12. In January of 2009, Anthony Vicidomine ("Vicidomine"), one of the investors in Beso Hollywood, contacted R. Nachum and invited him to supervise and oversee the construction of a Beso restaurant in Las Vegas ("Beso Las Vegas"). After a meeting in Las Vegas between R. Nachum, Longoria, Lowrance and Vicidomine, R. Nachum agreed.

13. In March of 2009, Vicidomine executed a lease with The Crystals at CityCenter, LLC ("Crystals") on behalf of Beso. Vicidomine executed the lease in his capacity as a co-manager of ROK Management Group, LLC ("ROK"), which is the sole manager of Beso.

14. In connection with the lease, Vicidomine also executed a lease guaranty in favor of Crystals (the "Lease Guaranty").

15. On or about April 1, 2009, the Nachums, Lowrance, Vicidomine, Longoria, and John Torregiani, Jr. ("Torregiani"), the original members of Beso, entered into the Beso Operating Agreement (the "Beso Operating Agreement").

16. An authentic copy of the Beso Operating Agreement is attached hereto as **Exhibit 1**.

17. Pursuant to the Beso Operating Agreement, Beso would own and operate Beso Las Vegas and Eve The Nightclub.

18. The Beso Operating Agreement provides that the members and their respective membership interests are set forth in Schedule "A" attached to the Beso Operating Agreement and that Schedule A shall be amended from time to time to reflect any changes in the respective interests of the members as required or permitted under the Beso Operating Agreement.

19. Under the Beso Operating Agreement, the Nachums received a 21% membership interest for services provided in connection with supervising the construction of Beso Las Vegas and Eve The Nightclub. (See Schedule A to **Exhibit 1**.)

20. Under the Beso Operating Agreement, Lowrance received a 24% membership interest in exchange for a capital contribution of $500,000 and for services provided.

21. Under the Beso Operating Agreement, Vicidomine received a 24% membership interest in exchange for a capital contribution of $500,000 and for services provided.

22. Under the Beso Operating Agreement, Longoria received a 9% membership interest for "marketing and publicity services."

23. Under the Beso Operating Agreement, Torregiani received a 1% membership interest for "marketing, publicity and restaurant operational consulting services."

24. Under the Beso Operating Agreement, the Nachums, Lowrance and Vicidomine each had the right to an additional 3.5% membership interest in exchange for a $166,00.00 payment or $166,000.00 Letter of Credit to the CityCenter Developer as and for the lease security deposit for Beso Las Vegas. The Nachums, Lowrance and Vicidomine had until December 3, 2009 to provide the payment or letter of credit.

25. Before the payments/letters of credit were due, M. Nachum was able to obtain a waiver from the CityCenter Developer waiving the lease security deposits in exchange for allowing Crystals to hold its grand opening party at Beso Las Vegas and Eve The Nightclub.

26. The Nachums, Lowrance and Vicidomine did not provide their $166,000 payments or letters of credit to the CityCenter Developer.

27. The Beso Operating Agreement and subsequent amendments reflect that the Nachums, Lowrance and Vicidomine each had the right to a 3.5% membership interest, but the lease security payments were never made.

28. The Beso Operating Agreement also allotted 10.5% to "Additional Members (TBD)." However, this 10.5% membership interest was never paid for by, or issued to, anyone.

29. The 10.5% purportedly allotted to "Additional Members (TBD)" is non-existent and should not be calculated in determining the total percentage of membership interests

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outstanding.

30. For purposes of clarity in this Complaint, Plaintiffs will refer to interests in Beso as "Units" and will refer to the ratio of the Units held by members to the total number of issued Units as the percentage or %. For example, upon execution of the Beso Operating Agreement and performance of the conditions to the issuance of Units as provided therein, only 79 Units were held by the actual members of Beso (21 Units to the Nachums, 24 Units to Lowrance, 24 Units to Vicidomine, 9 Units to Longoria, and 1 Unit to Torregiani). These Units constituted 100% of the ownership of Beso.

B. The Beso Operating Agreement

31. Pursuant to the Beso Operating Agreement, ROK was appointed as Manager of Beso. (See **Exhibit 1** at ¶6.01.)

32. The Beso Operating Agreement provides that, except as otherwise provided in the Beso Operating Agreement, an act of the members is effective if the majority of the members' votes adopt the particular act at a meeting at which a majority of the members is present. (¶ 13.01).

33. The Beso Operating Agreement provides that the voting rights of the members were distributed in the following manner: one vote per ownership percent. (¶ 13.01).

34. Since only 79 Units were held by the Beso members, any number of Units in excess of 39.5 constituted a majority for voting purposes.

35. Pursuant to the Beso Operating Agreement, any action permitted to be taken by the members may be taken without a meeting only if all of the members consent by signing a written approval of the action. (¶ 14.01).

36. The Beso Operating Agreement provides that each member and his or her duly authorized representative must have access to all books and records of Beso and the right to inspect and copy them at reasonable times. (¶ 17.02).

C. The ROK Operating Agreement

37. On or about July 2, 2008, the members of ROK entered into the Operating Agreement of ROK (the "ROK Operating Agreement").

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38. An authentic copy of the ROK Operating Agreement is attached hereto as **Exhibit 2.**

39. The original members of ROK were Lowrance and Vicidomine.

40. The original managers of ROK were Lowrance and Vicidomine.

41. The ROK Operating Agreement provides that the signature of all managers of ROK is required to bind ROK to any agreement or on any document or instrument. (¶ 6.6).

42. The ROK Operating Agreement provides that the unanimous vote of the members of ROK is required to elect managers and to remove or replace managers. (¶ 6.16, 6.17).

43. On or about July 30, 2009, Vicidomine resigned from any and all positions in ROK which he then held as a manager and member of ROK.

44. M. Nachum replaced Vicidomine as a member and manager of ROK on July 30, 2009.

45. ROK was to be compensated in an amount equal to 5% of Beso Las Vegas and Eve The Nightclub's gross revenues.

46. In addition, ROK was part of the gratuity distribution system in Eve The Nightclub. Under Eve The Nightclub's gratuity distribution system, ROK was entitled to 3% of all gratuities.

47. The General Manager of Eve The Nightclub was responsible for dividing the tips and distributing the cash to those persons involved in the gratuity distribution system.

48. According to the Beso Operating Agreement, ROK could only be removed as manager of Beso by a majority vote of the Beso members or the unanimous written consent of the Beso members.

D. The Beso Members' Initial Capital Contributions and Loans

49. On or about April 6, 2009, the Nachums loaned Beso $200,000 and Lowrance loaned Beso $100,000 to help fund preconstruction costs (the "April 6 Loans").

50. Sometime in the spring of 2009, Lowrance loaned Baz Construction, the General Contractor for the Beso project, $400,000. Instead of having Baz Construction repay him directly, Lowrance withdrew $400,000 from Beso's account to repay himself for the monies he

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loaned to Baz Construction. Baz Construction in turn was instructed to use the $400,000 (which was now essentially Beso's money since Lowrance repaid himself out of Beso's account) to pay certain Beso construction costs directly.

51. Baz Construction used all but $160,000 of Lowrance's $400,000 loan to pay for certain construction costs. Consequently, on or about July 13, 2009, Baz Construction provided M. Nachum with a $160,000 cashier's check to return to Beso. On or about July 15, 2009, M. Nachum deposited a $300,000 cashier's check into the Valley Construction Services construction escrow account. The $300,000 deposit consisted of the $160,000 from Baz Construction and $140,000 of the Nachums' own funds lent to Beso for construction.

52. On or about July 10, 2009, the Nachums loaned $300,000 to Lowrance so that Lowrance could make his initial capital contribution of $500,000 (the "July 10 Loan"). On or about this same time, Lowrance, using $200,000 of his own funds and the $300,000 loan from the Nachums, made his initial capital contribution in the amount of $500,000.

53. On or about July 17, 2009, Vicidomine made his initial capital contribution of $500,000.

54. On or about July 17, 2009, Lowrance provided M. Nachum a check from Beso in the amount of $500,000 to pay back the Nachums' April 6 Loan to Beso and July 10 loan to Lowrance, therefore leaving a $300,000 deficit in Lowrance's capital contribution account.

55. On or about July 31, 2009, the Nachums loaned an additional $490,000 to Beso by depositing a cashier's check in that amount into the Valley Construction Services construction escrow account.

56. On or about July 31, 2009, Lowrance made a capital contribution to Beso in the amount of $240,000, leaving a $60,000 deficit in Lowrance's capital contribution account.

57. As of July 31, 2009, the total amount due and owing to the Nachums from Beso for money lent was $630,000 ($140,000 plus $490,000).

58. Sometime in October 2009, the Nachums were repaid $350,000 of the $630,000 in money lent. This was the last loan repayment the Nachums received.

59. Accordingly, Beso still owes the Nachums $280,000.

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60. During the construction process and initially for operations R. Nachum used his personal American Express credit cards as corporate credit cards to pay Beso expenses in the amount of approximately $400,000. Some or all of the expenses were reimbursed to the Nachums or were directly paid to American Express.

E. Beso Purchases Vicidomine's Membership Interests and the Operating Agreement is Amended

61. On or about July 30, 2009, Beso entered into a Membership Purchase Agreement with Vicidomine wherein Beso agreed to purchase 22 Units of Vicidomine's membership interests.

62. Beso performed all of the conditions to the transfer of such Units to Beso.

63. As of July 30, 2009, Beso held 22 Units of membership interest in itself.

64. An authentic copy of the Membership Purchase Agreement is attached hereto as **Exhibit 3**.

65. Under the Membership Purchase Agreement, Vicidomine retained 2 Units of membership interest in Beso.

66. In conjunction with the Membership Purchase Agreement, Lowrance, R. Nachum and M. Nachum executed an Indemnification Agreement holding Vicidomine harmless for any violation of the Lease Guaranty.

67. On or about July 30, 2009, all members of Beso executed the First Amendment to the Beso Operating Agreement ("First Amendment").

68. An authentic copy of the First Amendment is attached hereto as **Exhibit 4**.

69. The First Amendment amended Section 19.10 of the Beso Operating Agreement to permit amendments to the Beso Operating Agreement by a majority vote of the membership interests.

70. The First Amendment did not amend the provision of the Beso Operating Agreement which provides that any action permitted to be taken by the members may be taken without a meeting only if all of the members consent by signing a written approval of the action. (¶ 14.01).

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71. The First Amendment also purported to amend the Beso Operating Agreement and Schedule A thereof, as required under Section 3.01 of the Beso Operating Agreement, to give effect to Beso's purchase of 22 Units from Vicidomine.

72. The First Amendment, however, contained a mathematical error in the calculation of the members' respective membership interests in Beso.

73. Pursuant to the First Amendment, the members' membership interests were as follows: Lowrance: 27.5% (27.5 Units); Vicidomine: 2% (2 Units); Nachums: 24.5% (24.5 Units); Longoria: 9% (9 Units); Torregiani: 1% (1 Unit); Additional Members (TBD): 36% (36 Units).

74. In reality, the membership interests were as follows: Lowrance: 24 Units; Vicidomine: 2 Units; Nachums: 21 Units; Longoria: 9 Units; Torregiani: 1 Unit; and Beso, LLC: 22 Units.[1]

75. At this point, 79 units made up 100% of Beso's ownership. As a result, any action of the Beso members by a majority vote would require more than 39.5 Units.

F. The Second Amendment to the Beso Operating Agreement

76. On or about August 19, 2009, Lowrance, the Nachums and Beso (via ROK, its Manager) executed a Second Amendment to the Beso Operating Agreement. (the "Second Amendment").

77. An authentic copy of the Second Amendment is attached hereto as **Exhibit 5**.

78. The Second Amendment, by its terms stated that the members' membership interests were modified as follows: Lowrance: 39%; M. Nachum[2]: 39%; Longoria: 9%; Vicidomine: 2%; Torregiani: 1%; and Additional Members (TBD): 10%.

79. The Second Amendment was not approved by a majority vote of the members upon a duly noticed meeting and was not approved by a written consent of all members, which were the only means of amending the Beso Operating Agreement as provided in the Beso Operating Agreement (as amended by the First Amendment).

[1] The 3.5% membership interests noted in the Beso Operating Agreement were never distributed to the Nachums, Lowrance and Vicidomine because the $166,000 payments/letters of credit were never made.

[2] R. Nachum transferred his share of the membership interests previously held by both R. Nachum and M. Nachum to M. Nachum, individually.

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80. The Second Amendment purports to modify the members' respective membership interests to reflect additional capital contributions and services rendered by some members other than on a pro rata basis pursuant to section 3.03 of the Beso Operating Agreement.

81. Upon information and belief, however, Lowrance did not make any additional capital contributions.

82. Although the Nachums deposited additional funds into the Valley Construction Services construction escrow account between the execution of the First Amendment and the Second Amendment, this deposit was in the form of a loan, not a capital contribution.

83. On information and belief, no additional capital contributions were made after the execution of the First Amendment.

84. Under the Beso Operating Agreement, additional services rendered cannot constitute a capital contribution subsequent to the initial capital contribution.

85. The Second Amendment purports to transfer the 3.5 Units allotted to Vicidomine for payment of the $166,000 lease security deposit to Lowrance and Nachum even though the 3.5 Units had been eliminated – *i.e.* were never issued and outstanding. In other words, it purported to transfer a membership interest that did not exist.

86. The Second Amendment purports to transfer Beso's 22 Units that it purchased from Vicidomine to the Nachums and Lowrance, even though neither Lowrance nor the Nachums purchased the Units from Beso.

87. The Second Amendment purports to transfer 0.5 Units of membership interest to Lowrance and the Nachums, which was never issued and outstanding – *i.e.* to transfer 0.5 Units from the "Future Members (TBD)" 10.5 Units set forth in Schedule A of the Beso Operating Agreement.

88. For the foregoing reasons, the Second Amendment was not validly adopted and has no force or effect. The Second Amendment is also inaccurate.

89. Following execution of the Second Amendment, the membership interests of Beso remained as follows: Lowrance: 24 Units; Vicidomine: 2 Units; Nachums: 21 Units; Longoria: 9 Units; Torregiani: 1 Unit; and Beso: 22 Units. These 79 Units continued to constitute 100%

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of Beso's ownership.

G. The Third Amendment to the Beso Operating Agreement

90. On or about December 1, 2010, Lowrance, the Nachums and Beso (by ROK, its Manager) executed a Third Amendment to the Beso Operating Agreement (the "Third Amendment").

91. An authentic copy of the Third Amendment is attached hereto as **Exhibit 6**.

92. The Third Amendment by its terms stated that the members' membership interests were modified as follows: Lowrance: 44%; M. Nachum: 44%; Longoria: 9%; Vicidomine: 2%; and Torregiani: 1%.

93. The Third Amendment was not approved by a majority vote of the members upon a duly noticed meeting and was not approved by a written consent of all members, which were the only means of amending the Beso Operating Agreement as provided in the Beso Operating Agreement (as amended by the First Amendment).

94. The Third Amendment was not validly adopted and has no force or effect. Following execution of the Third Amendment, the membership interests of Beso remained as follows: Lowrance: 24 Units; Vicidomine: 2 Units; Nachums: 21 Units; Longoria: 9 Units; Torregiani: 1 Unit; and Beso: 22 Units. These 79 Units continued to constitute 100% of Beso's ownership.

H. Longoria's Loan to Beso

95. Notwithstanding the members' various capital contributions and loans, by October of 2009, the Beso accounts were again depleted.

96. On or about October 26, 2009, R. Nachum notified Longoria that he had been working "24/7" to meet the opening deadline, but he did not have sufficient funds to cover the preopening costs.

97. R. Nachum wrote to Longoria, "As you know, for the past 8 weeks we are paying operational expenses with the construction funds. This caused us to face some cash flow challenges."

98. Subsequently, Longoria and Beso entered into a Loan Agreement ("Longoria Loan

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Agreement") wherein Longoria agreed to loan Beso $1,000,000.

99. An authentic copy of the Longoria Loan Agreement is attached hereto as **Exhibit 7.**

100. Under the Longoria Loan Agreement, Beso agreed to repay Longoria's loan within two years at a rate of 8% per annum.

101. As further purported consideration for her loan, however, Longoria demanded that she be given an additional 23.33% membership interest in Beso making her a 32.33% owner. (See **Exhibit 7** at ¶6.)

102. Longoria wanted her loan to be both a loan and a capital contribution because she wanted to be repaid with interest and also wanted 23 additional membership Units without contributing any additional capital.

103. This provision of the Longoria Loan Agreement was a direct violation of the Beso Operating Agreement, which expressly states that "loans by any member of the Company shall not be treated as capital contributions to the Company." (See **Exhibit 1** at ¶3.04.)

104. The Beso Operating Agreement was not amended to allow Longoria's loan to be treated as a capital contribution and was not amended to give effect to the purported grant of 23.3 Units to Longoria by amending Schedule A, as required under Section 3.01 of the Beso Operating Agreement.

105. For the foregoing reasons, the purported agreement to grant Longoria additional Units as stated in the Longoria Loan Agreement was not validly adopted and approved by Beso and has no force or effect.

106. Following execution of the Longoria Loan Agreement, the membership interests of Beso remained as follows: Lowrance: 24 Units; Vicidomine: 2 Units; Nachums: 21 Units; Longoria: 9 Units; Torregiani: 1 Unit; and Beso: 22 Units. These 79 Units continued to constitute 100% of Beso's ownership.

I. Beso Opens for Business

107. On or about December 3, 2009, Beso Las Vegas opened for business and hosted Crystals' grand opening party.

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108. Beso Las Vegas opened on time, as promised by the Nachums, due to R. Nachum's supervision and dedication to the construction process.

109. Eve The Nightclub opened on December 30, 2009.

110. After Crystals' grand opening party, the Nachums received numerous e-mails from various individuals at CityCenter congratulating the Beso team for the job they had done in building Beso.

111. Authentic copies of the congratulatory e-mails are attached hereto as **Exhibit 8**.

112. Shortly thereafter, however, Beso Las Vegas/Eve The Nightclub's director of operations resigned.

113. The operation of Beso Las Vegas and Eve The Nightclub were assumed by Lowrance and the Nachums.

114. The Nachums worked tirelessly to teach themselves the nightclub business to fill the void left by the previous director.

115. On or about December 12, 2010, Beso's accountant, Nicole, who was hired by Lowrance, notified Lowrance and the Nachums that Beso did not have sufficient funds to make its first payroll. As a result, the Nachums were forced to take out a personal hard money loan for $100,000 to support Beso's payroll.

116. Beso subsequently repaid the Nachums with $10,000 in interest, which was the amount the Nachums had to repay their hard money lender for the loan.

117. Around this same time, Nicole resigned for personal reasons unrelated to her employment at Beso.

118. Lowrance hired a Los Angeles based controller, James, to take care of Beso's accounting and controls, and to supervise Nicole's assistant Tara.

119. Lowrance told James that he would have to work on "cleaning up the mess the other accountant left behind."

120. Subsequently, the operator of Eve The Nightclub resigned.

121. Upon the resignation of Eve The Nightclub's operator, the Nachums discovered that he had run up an approximately $400,000 debt to Beso's liquor supplier, which threatened

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Eve The Nightclub's viability as a going concern because the supplier could "cut off" sales of liquor if Beso did not pay its outstanding balance.

122. Beso's liquor debt was also alarming because M. Nachum had signed a personal guaranty in favor of Beso's liquor supplier (and most of Beso's other vendors) guaranteeing payment of Beso's orders.

123. R. Nachum was able to work out a payment plan to repay Beso's liquor debt while still being able to make new orders to operate the business.

124. In addition to the employees who resigned, various employees were fired for, among other things, suspicion of stealing.

125. After a few months, James was still not caught up on crucial accounting needs including the preparation of Beso's taxes, P&L's and reporting to all members.

126. On or about March 14, 2010, R. Nachum found Lowrance, James and Lowrance's father, Harry, at the Beso corporate office working on the accounting computer at night. When R. Nachum asked to see the P&L they were working on, he was told that they would show it to him the next day.

127. On or about March 15, 2010, after months of working on the report, the Nachums, Lowrance, Harry and James had a meeting to review the Company P&L's. The Nachums noticed numerous discrepancies in the report and told Lowrance and James that it was completely unreliable because it was missing substantial amounts of income and expenses from Beso's operations.

128. Subsequently, James was let go and Beso began using one of the assistants who was working under James' supervision, Tara, to manage the accounting functions of the Company. Upon information and belief, Tara recently hired a local CPA to assist with Beso's accounting.

129. The Nachums continued to work very long hours to ensure that Beso Las Vegas' kitchen was in compliance with all health code requirements after learning that a health inspection resulted in Beso Las Vegas receiving an unsatisfactory grade.

130. The Nachums were very demanding on the kitchen staff in this regard and, to

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ensure the highest level of compliance with health and food safety requirements, Beso hired a health and food safety expert consultant to assist in this endeavor.

131. The Nachums' insistence on perfection resulted in animosity by some of the Beso staff toward the Nachums.

132. Meanwhile Longoria was applauding and complimenting the Nachums and Lowrance making statements such as "Great job you guys!", "Unbelievable!", "Thanks for all your hard work!", "That's great!" and "Congrats on making it such a successful night!".

133. During this same time period, the Nachums were participating in meetings with CityCenter executives regarding lease issues, dealing with mechanics' liens, implementing new software designed to curb theft amongst employees, working on liquor licensing issues, and taking care of a host of other responsibilities such as quality of service, maintenance, public relations and marketing, and Eve The Nightclub events.

134. On April 12, 2010, Lowrance wrote M. Nachum an e-mail stating "I acknowledge the fact that you work tirelessly on behalf of Beso/Eve and make a sacrifice that impacts your children. Please trust my loyalty and commitment is equal when it comes to our venture. We all have a lot at stake . . . we are all equally invested financially and you and Ronen and tireless workers as my partners . . . ."

135. An authentic copy of the April 12, 2010 e-mail is attached hereto as **Exhibit 9**.

136. Notwithstanding Lowrance's acknowledgements, on or about April 22, 2010, an e-mail signed by "The Staff at Beso and Eve the Nightclub" was sent to Longoria containing a list of complaints about the Nachums.

137. Upon information and belief, an authentic copy of the April 22, 2010 e-mail is attached hereto as **Exhibit 10**.

138. The April 22, 2010 email falsely insinuated that R. Nachum was stealing cash from the Company and claimed that R. Nachum was acting like a "tyrant". The e-mail also made comments with racial undertones asserting that M. Nachum was booking "ghetto events" (referring to the performances of African American pop artists such as P Diddy, Trey Songz, Kelis and Soulja Boy) that scare off the high end customers in the nightclub.

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139. No one discussed the allegations in the email with the Nachums.

140. On information and belief, once Longoria received the April 22, 2010 e-mail, she and Lowrance planned and began to take steps to oust M. Nachum from management and divest her of her rights and interest in Beso without even confirming whether the allegations were true.

141. The Nachums found out about the April 22, 2010 e-mail weeks later from a third party.

J. Lowrance Files for a Sham Temporary Protective Order Against R. Nachum

142. As part of Longoria and Lowrance's plan, on or about May 3, 2010, Lowrance signed an Application for Order for Protection Against Stalking, Aggravated Stalking, or Harassment pursuant to NRS 200.591 ("Application for TPO") against R. Nachum.

143. A file-stamped copy of Lowrance's Application for TPO is attached hereto as **Exhibit 11**.

144. On or about May 4, 2010, Lowrance signed an affidavit in support of his Application for TPO ("TPO Affidavit") and then filed his Application with the Justice Court, Las Vegas Township, Clark County Nevada. (See **Exhibit 11**.)

145. Lowrance's Application for TPO states that he was "repeatedly put in fear of the immediate threat of harm to my person and property interest at Beso" and that R. Nachum's presence put his "physical and mental safety at grave risk."

146. Lowrance's Application for TPO, however, failed to describe any acts or threats R. Nachum made to him causing Lowrance's alleged fear of "immediate threat of harm."

147. Lowrance's Application for TPO also alleges that for "the past several months" R. Nachum has engaged in "chronic and persistent efforts to usurp operational functions in the restaurant and nightclub."

148. This allegation is belied by Lowrance and Longoria's conduct and a host of e-mail communications from Longoria and Lowrance and numerous other third parties.

149. Lowrance, Longoria and M. Nachum directed and authorized R. Nachum to act on behalf of the Company, invited him to Beso meetings, and consulted with him regarding Beso

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operations. Longoria, Lowrance and M. Nachum cloaked R. Nachum with actual or apparent authority to act on behalf of Beso.

150. Lowrance's allegation that R. Nachum was trying to "usurp operational functions" is also belied by Lowrance's April 12, 2010 e-mail to M. Nachum – sent just weeks earlier – wherein he stated that "we are all equally invested financially and you and Ronen are tireless workers as my partners[.]" (See **Exhibit 9**.)

151. Lowrance's Application for TPO requested that R. Nachum be prohibited from entering Beso Las Vegas, Eve The Nightclub and Beso's corporate office.

152. Lowrance's Application for TPO also requested that R. Nachum be restrained from approaching him or being within 500 yards of his personal presence or residence.

153. Lowrance's conduct on May 3 and 4, 2010 (and the months preceding the application) contradict the representations in his Application for TPO.

154. On May 3, 2010, the day Lowrance executed his Application for TPO, Jonas and R. Nachum had a meeting at Beso's corporate office to discuss Beso business. Later that night, Lowrance called R. Nachum and revealed to him that he received a strange phone call from Eva's attorney asking unusual questions about Lowrance's past.

155. On May 4, 2010, Lowrance, R. Nachum, M. Nachum and Vicidomine had a meeting with Beso's attorney and Vicidomine's attorney regarding a loan repayment arrangement with Vicidomine in connection with the membership interest Beso purchased from Vicidomine.

156. The Nachums traveled to the May 4, 2010 meeting in the same car.

157. After the May 4, 2010 meeting was over, M. Nachum returned to Summerlin in the Nachums' car and Lowrance gave R. Nachum a ride in his car to Beso's corporate office. There were no other individuals in the car.

158. In the evening of May 4, 2010, R. Nachum and Lowrance met at Beso Las Vegas. Lowrance and R. Nachum both went to the small room where the safe is kept and took out cash representing the 3% gratuity due to ROK from the P-Diddy event, which Eve The Nightclub's manager had previously put in the safe.

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159. Lowrance and R. Nachum then had dinner together at Beso Las Vegas and discussed potential changes in personnel.

160. After dinner, Lowrance gave R. Nachum the keys to the car he was driving so that R. Nachum could drive home. About an hour later, Lowrance and R. Nachum held a conference call with a potential employee.

161. At no point did Lowrance exhibit signs of fear or trepidation in R. Nachum's presence.

162. Lowrance's Application for TPO also contains numerous erroneous facts, which include the following.

a. Lowrance states that he is, "for all practical purposes, the member in charge of restaurant and nightclub operations." Beso is managed by ROK. Lowrance is only a 50% member and manager of ROK. M. Nachum is the other 50% member and manager of ROK. Thus, Lowrance and M. Nachum are both in charge of Beso's restaurant and nightclub operations. Indeed, under the ROK Operating Agreement, ROK cannot act unless there is unanimous consent between the managers.

b. Lowrance states that over the last several months R. Nachum "has engaged in chronic and persistent efforts to usurp operational functions in the restaurant and nightclub." This is not true. Lowrance and M. Nachum, and even Longoria on occasion, included R. Nachum in management and operational decisions, and directed R. Nachum to take actions on behalf of the Company. Indeed, Lowrance and Longoria referred to R. Nachum as their "partner."

c. Lowrance states that R. Nachum punched a female patron in the face and assaulted a food server. These statements are patently false.

d. Lowrance states that he has no relationship with R. Nachum. This is false. Lowrance and R. Nachum worked together closely for over a year. Lowrance referred to R. Nachum as his partner and acknowledged that he

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was equally invested in the Company. The Nachums also permitted Lowrance to drive their cars for over a year[3] and had Lowrance over for dinner in their home on several occasions including birthdays and holidays. R. Nachum and Lowrance traveled to Los Angeles together and shared a hotel room in Los Angeles.

e. Lowrance represented that he never lived with R. Nachum. To the contrary, Lowrance and R. Nachum shared an apartment at Panorama for approximately three months in 2009 during the initial stages of construction of Beso.

163. Lowrance filed his Application for TPO *ex-parte* so that R. Nachum did not have an opportunity to respond to the allegations.

164. On or about May 5, 2010, based on Lowrance's representations, the Justice Court issued a Temporary Order for Protection Against Stalking and Harassment ("TPO") against R. Nachum without a holding a hearing. As a result, R. Nachum was unable to challenge the Application for TPO.

K. Longoria and Lowrance Attempt to Take Over Beso

165. On or about May 2, 2010, M. Nachum received an e-mail from Longoria's accountant, Bill Braden, requesting accounting reports by the next day.

166. M. Nachum responded that Mr. Braden should contact Beso's accountant for the records because M. Nachum does not handle accounting.

167. On May 3, 2010, Longoria and Mr. Braden called M. Nachum raising a number of rumors and accusations regarding R. Nachum's conduct.

168. M. Nachum was shocked by the questions and insisted that Lowrance and R. Nachum be involved in a conference call to address the rumors.

[3] From April 2009 to May 2010, the M. Nachum paid the leases for two vehicles, which Lowrance and R. Nachum used for Company purposes during construction and operations. Lowrance and M. Nachum agreed that Beso would reimburse M. Nachum for the use of these two vehicles. In addition, once M. Nachum moved to Las Vegas, Beso also reimbursed her car expenses. ROK authorized the reimbursements for all three vehicles.

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169. Subsequently, the Nachums wrote Longoria and Mr. Braden an email requesting that the members hold a conference call immediately. Longoria responded: "I don't know what the fuss is, I had questions and asked. We will talk tomorrow. I'll be on a flight in the am."

170. The Nachums wrote Longoria back stating that they were offended by the accusations and lack of trust between the members and invited Mr. Braden to inspect Beso's accounting personally.

171. The next day, May 4, 2010, Mr. Braden sent an e-mail to M. Nachum and Lowrance requesting that they participate in a meeting on May 5, 2010 "to go over several issues."

172. Mr. Braden specifically requested that the meeting take place at Beso Las Vegas.

173. Mr. Braden did not invite R. Nachum even though M. Nachum specifically requested on May 3, 2010, that Lowrance, Longoria, M. Nachum and R. Nachum have a meeting to discuss the accusations regarding R. Nachum.

174. M. Nachum responded to Mr. Braden's e-mail inquiring as to why R. Nachum was excluded from the meeting and stating that she would not participate in the meeting without R. Nachum.

175. Later in the morning on May 4, 2010, Longoria replied to M. Nachum's e-mail stating that R. Nachum was welcome to attend the May 5, 2010 meeting and representing that the purpose of the meeting was "to discuss where my money is . . . I need to know where my investment is. Very simple really."

176. On May 5, 2010, the Nachums showed up at Beso Las Vegas for their meeting with Mr. Braden.

177. Lowrance was present at the restaurant talking on his phone.

178. While the Nachums were waiting for the meeting to start, a group of approximately six large men identified herein as the Doe Defendants, one with a video camera, approached the Nachums and surrounded them.

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179. One of the men served R. Nachum with Lowrance's TPO and then proceeded to read the Nachums a trespass notice purportedly issued under Nevada Revised Statutes ("NRS") 207.200.

180. An authentic copy of the trespass notice is attached hereto as **Exhibit 12**.

181. The trespass notice prohibited the Nachums from entering Beso Las Vegas, Eve The Nightclub and Beso's corporate offices.

182. The men threatened the Nachums that if they violated the trespass notice, they would be arrested immediately.

183. The men then escorted the Nachums from Beso Las Vegas.

184. This occurred in front of various Beso Las Vegas and Eve The Nightclub employees and managers.

185. The Nachums left Beso Las Vegas with apprehension that they would be arrested or harmed if they did not leave.

186. That same day, the Nachums were blocked from accessing their Beso e-mail accounts and R. Nachum's cell phone was disconnected thereby isolating the Nachums from Beso.

187. Longoria, through her agent Mr. Braden, and Lowrance lured the Nachums to Beso Las Vegas so that they could serve Lowrance's TPO and the trespass notice on them.

188. The service of Lowrance's TPO and the trespass notice was intended to, among other things, intimidate and humiliate the Nachums in front of Beso staff.

189. Mr. Braden intentionally scheduled the May 5, 2010 meeting at Beso Las Vegas even though all of the books and records Mr. Braden wanted to see were at Beso's corporate office. Even though the purpose of the May 5, 2010 meeting was to discuss Beso's finances and accounting, Mr. Braden did not invite Tara, Beso's person in charge of accounting, to the meeting.

190. The trespass notice was improper because M. Nachum was a co-Manager and member of ROK, the manager of Beso, and did not approve the trespass notice.

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191. Under the ROK Operating Agreement, there must be unanimous consent among the managers to act. Even if Lowrance approved the trespass notice, M. Nachum did not approve it. There was no authority to issue the trespass notice.

192. The trespass notice was also improper because M. Nachum was not a "guest" as that term is defined in NRS 200.207, but was, and still remains, an authorized manager of Beso pursuant to the Beso and ROK Operating Agreements.

193. Since the Nachums were issued the trespass notice, Lowrance and Longoria have refused to communicate with the Nachums.

194. Upon information and belief, employees hired by the Nachums have been fired without cause.

195. Upon information and belief, employees were told that if they communicated with the Nachums they would be fired.

196. Upon information and belief, Longoria and Lowrance have hired a private security company to monitor all Beso Las Vegas and Eve The Nightclub employees.

197. Longoria and Lowrance have also changed the locks at Beso Las Vegas, Eve The Nightclub and Beso's corporate office.

L. Longoria and Lowrance Attempt to Remove ROK as Manager of Beso

198. On or about May 7, 2010, (after the purported issuance of the trespass notice), Longoria and Lowrance attempted to remove ROK as the manager of Beso by filing an Annual List of Managers or Managing Members with the Nevada Secretary of State stating that Lowrance was the sole manager of Beso.

199. Appointing Lowrance as the sole manager of Beso without holding a meeting of the members of Beso to approve the action violated the Beso Operating Agreement and therefore Lowrance's appointment is invalid.

200. Lowrance's appointment as sole manager is also invalid because Lowrance and Longoria did not have a majority of votes from the members to replace ROK.

201. ROK is still the manager of Beso and M. Nachum remains a manager and member of ROK.

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202. The filing of an untrue Annual List with the Nevada Secretary of State was a violation of Nevada law, NRS Section 84.263.

M. The Nachums Try to Communicate with Longoria and Lowrance

203. After receiving service of the TPO and trespass notice, the Nachums reached out on multiple occasions to Longoria and Lowrance to discuss what was happening.

204. Longoria and Lowrance ignored the Nachums' requests to communicate.

205. Lowrance, however, via a third party, relayed a message to the Nachums that he was under extreme pressure from Longoria and her agents and would try to handle the situation.

206. On or about May 13, 2010, M. Nachum, through counsel, sent a letter to Beso's registered agent asserting her right to inspect Beso's books and records under the Beso Operating Agreement and Chapter 86 of the NRS.

207. M. Nachum wanted to have copies of all of Beso's books and records so that she could, among other things, defend herself against the accusations and rumors raised in the April 22, 2010 email from the "Beso Staff" and during her phone conversation with Longoria and Mr. Braden on May 2, 2010.

208. M. Nachum also had growing concerns about the state of the Company because she had been excluded from all decisions since being trespassed on May 5, 2010.

209. M. Nachum also wanted access to Beso's books and records so that she could properly notify Beso's vendors that she would not personally guarantee any purchase orders not specifically signed and authorized by her.

210. M. Nachum advised Beso's registered agent that she intended to appear at Beso's corporate office on May 21, 2010 at 9:00 a.m. with her duly authorized representative to conduct her examination as permitted by the Beso Operating Agreement and Chapter 86 of the NRS.

211. At 6:24 p.m. on May 20, 2010, the night before M. Nachum was going to inspect Beso's books and records, Beso's registered agent sent the Nachums' attorney a letter stating that Beso was conducting an "emergency forensic audit and legal review of the Company."

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212. Notwithstanding the Beso Operating Agreement, the First Amendment and the history between the members of Beso, the May 20th letter questioned M. Nachum's ownership interest in Beso.

213. The May 20th letter further represented that the "total and complete collapse of the Company" remains a "real possibility" given the information being discovered on a daily basis.

214. Curiously, the letter blames M. Nachum for mismanaging Beso despite the fact that Lowrance represented in his Application for TPO he is the person in charge of Beso's restaurant and nightclub operations.

215. On May 21, 2010, a Friday, M. Nachum and her accountant appeared at Beso's corporate office at 9:00 a.m. as set forth in the May 13, 2010 letter referred to above.

216. Notwithstanding proper notice to inspect, Beso's office was closed and locked precluding M. Nachum from inspecting the records.

217. Beso's refusal to allow M. Nachum access to Beso's books and records is a violation of Nevada law and the Beso Operating Agreement since M. Nachum is a member of Beso and a member and manager of ROK.

N. Longoria and Lowrance Make the Nachums a Scapegoat

218. On or about May 17, 2010, the Nachums, through counsel, notified Beso's registered agent of various issues regarding outstanding mechanics liens related to the construction of Beso Las Vegas and Eve The Nightclub. The letter encouraged Beso's registered agent to address the issues immediately to avoid any potential adverse legal actions being taken against Beso.

219. On May 18, 2010, Beso's registered agent responded in a letter declining to address the mechanics lien issues claiming that Beso's "checkbook has never been reconciled and balanced since the Company's inception and the financial and corporate records are in a state of complete and utter disarray[.]"

220. The letter also stated that the Company was in jeopardy and blamed M. Nachum for all of its problems.

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221. Beso's May 18, 2010 and May 20, 2010 letters are attempts to make the Nachums scapegoats.

222. M. Nachum was not part of Beso management at the Company's inception.

223. Lowrance and Vicidomine were the original managers of ROK, and acted in that capacity for months before M. Nachum replaced Vicidomine as co-manager of ROK.

224. Longoria and Lowrance, however, seek to blame M. Nachum for the purported fact that the Company's checkbook has never been reconciled and balanced since the Company's inception.

225. The letters ignore the fact that, as stated in Lowrance's Application for TPO, Lowrance – not M. Nachum – was for all practical purposes in charge of operating the restaurant and nightclub.

226. The letters disregard the fact that Lowrance is the only person who has been involved in Beso's management since its inception.

227. The letters do not address the fact that during Beso's short existence, Beso employed four different individuals to handle the accounting and keep the Company's books and records. Nor do the letters take into account that the Nachums questioned the March 15, 2010 P&L report prepared by James and Lowrance and expressed to them that the P&L was unreliable because it was missing information.

228. The letters do not address the fact that numerous employees were fired for suspicion of stealing from Beso and that there was an incentive for employees to misrepresent facts to Longoria.

229. The letters do not address the fact that the Company retained the services of various law firms to prepare records and provide services and advice to ROK.

230. The letters do not address the fact that Beso Las Vegas and Eve The Nightclub employed a large management staff, including general managers, assistant general managers, and various other managers, each of whom was responsible for certain aspects of Beso's operations.

231. The letters ignore the fact that Longoria, although only the owner of 9 Units as a member and not a manager, sought to direct some of the day-to-day operations of the Company.

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232. Longoria's hands-on approach caught the attention of the LVMPD investigator in charge of investigating Beso's liquor license application, who requested that Longoria file a liquor license suitability application. Upon information and belief, despite requests to submit the necessary applications, Longoria has failed to do so.

233. As members owning at least 10% of Beso, both Lowrance and M. Nachum submitted all necessary documentation in connection with Beso Las Vegas and Eve The Nightclub's applications for liquor licenses.

III.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

(Civil Conspiracy – Against Longoria, Lowrance, Doe Defendants)

234. Plaintiffs repeat and incorporate all allegations hitherto made as if fully set forth herein.

235. Longoria, Lowrance, and Doe Defendants by acting in concert, intended to accomplish an unlawful objective for the purpose of harming the Nachums.

236. In derogation of their fiduciary duties, Longoria and Lowrance conspired to oust M. Nachum from Beso management and deny M. Nachum's rights and interest in the Company.

237. As part of the conspiracy, Lowrance misrepresented facts to the Justice Court and obtained a TPO against R. Nachum.

238. Longoria and Lowrance proceeded to hire the Doe Defendants to intimidate and humiliate M. Nachum in front of Beso staff, and unlawfully trespass and remove her from the Beso restaurant.

239. Longoria and Lowrance then attempted to remove ROK as manager of Beso in violation of the Beso Operating Agreement.

240. Lowrance filed an amended list of managers appointing himself as the sole manager of Beso.

241. Upon information and belief, Longoria and Lowrance, or their agents, began contacting the press, Beso suppliers, and other third parties representing that M. Nachum was no

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longer associated with Beso.

242. Longoria and Lowrance, through their agents, have refused to allow M. Nachum to have access to Beso's books and records in violation of the Beso Operating Agreement and Nevada law.

243. Defendants' refusal to allow M. Nachum to have access to Company books and records has precluded M. Nachum from being able to defend herself and protect her interests in the Company.

244. Longoria, Lowrance and the Doe Defendants conspired to assault the Nachums and falsely imprison them.

245. M. Nachum has sustained damages as a result of Longoria and Lowrance's actions in an amount in excess of $10,000, including lost membership distributions from ROK who Longoria and Lowrance purportedly removed as manager of Beso.

246. M. Nachum has been forced to retain counsel to prosecute this action and is entitled to recovery of reasonable attorneys' fees and costs incurred herein.

SECOND CLAIM FOR RELIEF

(Breach of Contract – Against Longoria and Lowrance)

247. Plaintiffs repeat and incorporate all allegations hitherto made as if fully set forth herein.

248. Longoria, Lowrance, the Nachums and other members of Beso entered into the Beso Operating Agreement.

249. The Beso Operating Agreement is a valid and existing contract.

250. M. Nachum and Lowrance entered into the ROK Operating Agreement.

251. The ROK Operating Agreement is a valid and existing contract.

252. Article 6.01(a) of the Beso Operating Agreement appointed ROK as the Manager of Beso.

253. Under Article 6.01(b), ROK was to serve as Manager until it resigned or was removed under Article 7 of the Operating Agreement.

254. ROK has never resigned as Manager of Beso.

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255. Under the ROK Operating Agreement, unanimous approval from both managers (Lowrance and M. Nachum) would have been required to take such an action, and M. Nachum never consented to resign.

256. Lowrance and Longoria breached the Beso Operating Agreement by removing ROK as Manager of Beso without a majority of votes and without following the procedures set forth in the Beso Operating Agreement.

257. No meeting or special meeting of the Beso members was held to vote on ROK's removal as Manager.

258. Article 14.01 of the Beso Operating Agreement provides that action may be taken by consent without a meeting if "all Members individually or collectively consent by signing a written approval of the act."

259. M. Nachum is and has always been a member of Beso who is entitled to vote.

260. M. Nachum never received any written notice of the location, date and time of a meeting scheduled to remove ROK as manager.

261. M. Nachum never signed a written approval of the action.

262. Defendants also breached the Beso Operating Agreement by denying M. Nachum access to Beso's books and records after she made a proper demand.

263. As a result of the aforementioned breaches M. Nachum has suffered damages in an amount in excess of $10,000.

264. M. Nachum has been forced to retain counsel to prosecute this action and is entitled to recovery of reasonable attorneys' fees and costs incurred herein.

THIRD CLAIM FOR RELIEF

(Abuse of Process – Against Longoria and Lowrance)

265. Plaintiffs repeat and incorporate all allegations hitherto made as if fully set forth herein.

266. Lowrance used the process to obtain a TPO against R. Nachum for an ulterior purpose, not because R. Nachum was harassing or stalking Lowrance.

267. Service of Lowrance's TPO was intended to intimidate and scare R. Nachum, not

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to protect Lowrance.

268. Lowrance's willful act in obtaining a TPO without basis and hiring the Doe Defendants to serve the TPO on R. Nachum in front of Beso Las Vegas and Eve The Nightclub staff to intimidate R. Nachum was an abuse of Justice Court proceedings.

269. In addition, Lowrance and Longoria abused the trespass process set forth in NRS 207.200 by issuing an improper trespass notice to M. Nachum for an ulterior purpose.

270. Longoria's accountant invited the Nachums to participate in a "meeting" at Beso Las Vegas on May 5, 2010. The meeting was called for the purpose of luring the Nachums into the restaurant so that Lowrance and Longoria could then issue them an improper trespass notice.

271. Longoria and Lowrance hired the Doe Defendants to issue the trespass notice to M. Nachum and escort the Nachums from Beso restaurant. One of the officers had a video camera and was recording the event. All of this occurred in front of Beso staff and management.

272. Defendants did not issue the trespass notice for a proper purpose, but rather for the ulterior purpose of intimidating and embarrassing the Nachums and precluding M. Nachum from having access to Beso's books and records.

273. Longoria and Lowrance issued the trespass notice to do what they could not otherwise do under the Beso and ROK Operating Agreements.

274. Defendants abused the trespass process because M. Nachum was not some unruly Beso guest, but rather a co-Manager of ROK, duly authorized to manage the affairs of Beso.

275. As a result of Defendants' abuses of process, Plaintiffs have suffered fear, anxiety and mental and emotional distress.

276. As a direct result of Defendants' conduct, the Nachums have been damaged in an amount in excess of $10,000.

277. The Nachums have been forced to retain counsel to prosecute this action and are entitled to recovery of reasonable attorneys' fees and costs incurred herein.

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FOURTH CLAIM FOR RELIEF

(Breach of Fiduciary Duty - Against Longoria and Lowrance)

278. Plaintiffs repeat and incorporate all allegations hitherto made as if fully set forth herein.

279. Pursuant to the Beso Operating Agreement, Longoria and Lowrance owed M. Nachum fiduciary duties equal to those of a partner in a partnership.

280. The Beso Operating Agreement provides that: "A Member's or Manager's standard of conduct owed to the Company and other Members and Managers is to act in the highest good faith to the Members and Managers, and a Member or Manager may not seek to obtain an advantage in the Company affairs by the slightest misconduct, misrepresentation, concealment, threat, or adverse pressure of any kind."

281. The fiduciary duty between partners one of full and frank disclosure of all relevant information and of loyalty.

282. Longoria and Lowrance breached their fiduciary duties to M. Nachum by, among other things, failing to disclose their intentions to remove M. Nachum from Beso Las Vegas by a false claim of trespass, refusing to communicate with M. Nachum, attempting to oust M. Nachum from management, refusing to provide M. Nachum access to Beso' books and records, questioning M. Nachum's ownership interest in Beso, hiring the Doe Defendants to intimidate and humiliate M. Nachum in front of Beso staff, and blaming M. Nachum for any and all of Beso's financial, operational and managerial problems.

283. M. Nachum has suffered damages as a proximate cause of Defendants' breach in an amount in excess of $10,000.

284. M. Nachum has been forced to retain counsel to prosecute this action and is entitled to recovery of reasonable attorneys' fees and costs incurred herein.

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FIFTH CLAIM FOR RELIEF

(Contractual Breach of Covenant of Good Faith and Fair Dealing - Against Longoria and Lowrance)

285. Plaintiffs repeat and incorporate all allegations hitherto made as if fully set forth herein.

286. Longoria, Lowrance, and the Nachums are members of Beso and parties to the Beso Operating Agreement.

287. Longoria and Lowrance owed a duty of good faith to M. Nachum.

288. Longoria and Lowrance breached their duty in a manner that was unfaithful to the Beso Operating Agreement when they surreptitiously prepared a trespass notice and hired a group of men to remove M. Nachum from Beso Las Vegas while she was a co-Manager of ROK.

289. Longoria and Lowrance breached their duty in a manner that was unfaithful to the Beso Operating Agreement when they refused to allow M. Nachum access to business records and questioned her membership interest in and authority to direct the affairs of the Company.

290. Longoria and Lowrance breached their duty in a manner that was unfaithful to the Beso Operating Agreement when they purported to remove M. Nachum from her managerial position without a majority vote of the members at a properly noticed meeting or unanimous written consent of the members.

291. As a result of Defendants' breaches, M. Nachum's justified expectations were denied and she has suffered damages in an amount in excess of $10,000.

292. M. Nachum has been forced to retain counsel to prosecute this action and is entitled to recovery of reasonable attorneys' fees and costs incurred herein.

SIXTH CLAIM FOR RELIEF

(Tortious Breach of Covenant of Good Faith and Fair Dealing - Against Longoria and Lowrance)

293. Plaintiffs repeat and incorporate all allegations hitherto made as if fully set forth herein.

294. Longoria, Lowrance, and the Nachums are members of Beso and parties to the

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Beso Operating Agreement.

295. Longoria and Lowrance owed a duty of good faith to M. Nachum.

296. Longoria and Lowrance owed M. Nachum a fiduciary duty pursuant to the Beso Operating Agreement

297. As detailed above, Longoria and Lowrance breached their duty to M. Nachum by engaging in misconduct.

298. As a direct and proximate result of Defendants' misconduct, M. Nachum has suffered damages in an amount in excess of $10,000.

299. M. Nachum has been forced to retain counsel to prosecute this action and is entitled to recovery of reasonable attorneys' fees and costs incurred herein.

SEVENTH CLAIM FOR RELIEF

(Unjust Enrichment - Against Beso)

300. Plaintiffs repeat and incorporate all allegations hitherto made as if fully set forth herein.

301. The Nachums made various loans to Beso to fund construction costs without entering into a written contract.

302. Beso has repaid some of the loans, but still owes the Nachums $280,000.

303. Beso has retained this money against fundamental principles of justice or equity and good conscience and therefore has been unjustly enriched.

304. The Nachums have been forced to retain counsel to prosecute this action and are entitled to recovery of reasonable attorneys' fees and costs incurred herein.

EIGHTH CLAIM FOR RELIEF

(Money Lent – Against Beso)

305. Plaintiffs repeat and incorporate all allegations hitherto made as if fully set forth herein.

306. Due to the lack of capital contributions, the Nachums made various loans to Beso to fund construction costs.

307. Beso has repaid some of the loans, but still owes the Nachums $280,000.

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308. Beso is required to repay the Nachums in the amount of $280,000.

309. The Nachums have been forced to retain counsel to prosecute this action and are entitled to recovery of reasonable attorneys' fees and costs incurred herein.

NINTH CLAIM FOR RELIEF

(Assault – Against the Doe and Roe Defendants)

310. Plaintiffs repeat and incorporate all allegations hitherto made as if fully set forth herein.

311. On May 5, 2010 the Doe Defendants surrounded the Nachums while they were seated in Beso Las Vegas in such a manner so as to cause the Nachums to feel apprehension that they would be the victims of unprivileged, harmful and/or offensive touching by the Doe Defendants.

312. The Doe Defendants were acting within the scope of their employment and therefore the Roe Defendants are liable for acts of the Doe Defendants.

313. As a direct and proximate result of the Doe Defendants' conduct, the Nachums suffered pain and anxiety.

314. As a direct and proximate result of the Doe Defendants' conduct, Plaintiffs have suffered general and special damages in an amount in excess of $10,000.

315. The Nachums have been forced to retain counsel to prosecute this action and are entitled to recovery of reasonable attorneys' fees and costs incurred herein.

TENTH CLAIM FOR RELIEF

(False Imprisonment – Against the Doe and Roe Defendants)

316. Plaintiffs repeat and incorporate all allegations hitherto made as if fully set forth herein.

317. On May 5, 2010 the Doe Defendants surrounded the Nachums while they were seated in Beso Las Vegas.

318. The Doe Defendants acted intending to confine the Nachums of their liberty while they served R. Nachum with Lowrance's TPO and read and served the false trespass notice on the Nachums.

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319. The Doe Defendants' acts directly or indirectly resulted in the confinement of the Nachums.

320. The Nachums were conscious of their confinement, which occurred without their consent.

321. The Nachums were intimidated and humiliated by the Doe Defendants and have suffered mental and emotional distress as a direct and proximate result of the actions of the Doe Defendants.

322. The Doe Defendants were acting within the scope of their employment and therefore the Roe Defendants are liable for acts of the Doe Defendants.

323. As a direct and proximate result of the Doe Defendants' conduct, Plaintiffs have suffered general and special damages in an amount in excess of $10,000.

324. The Nachums have been forced to retain counsel to prosecute this action and are entitled to recovery of reasonable attorneys' fees and costs incurred herein.

ELEVENTH CLAIM FOR RELIEF

(Declaratory Relief – Against Longoria, Lowrance and Beso)

325. Plaintiffs repeat and incorporate all allegations hitherto made as if fully set forth herein.

326. Plaintiffs do hereby seek a declaratory judgment pursuant to NRS 30.010, et seq. interpreting, reforming, enforcing the terms of the Beso Operating Agreement, ROK Operating Agreement, Membership Purchase Agreement, the First, Second, and Third Amendments to the Beso Operating Agreement, and the Longoria Loan Agreement.

327. A declaratory judgment from the Court is necessary to define the rights, duties and obligations of the parties with respect to the above-mentioned documents.

328. Based the allegations set forth herein, an actual and justiciable controversy presently exists between Plaintiffs and Defendants.

329. Without declaratory relief, M. Nachum will continue to be harmed because, among other things, Defendants will continue to deprive her of her rights and interests in ROK and Beso.

330. Plaintiffs ask the Court for a declaration with respect to the following:

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a. The number of membership Units owned by each member of Beso.

b. That M. Nachum is entitled to have access to Beso's books and records under the Beso Operating Agreement.

c. That Beso's trespass notice was improper and therefore void.

d. That ROK is still the manager of Beso.

e. That M. Nachum is a member and manager of ROK and that ROK can act only by unanimous consent of its managers.

f. That the Second and Third Amendments to the Beso Operating Agreement were not validly adopted and have no force or effect.

g. That the Longoria Loan Agreement provision allotting additional membership interests to Longoria in exchange for Longoria's $1,000,000 loan violates the Beso Operating Agreement and was not authorized by an amendment to the Beso Operating Agreement and Schedule A thereto and is therefore unenforceable, void and of no force and effect.

331. Until the Court issues the requested declaration, Plaintiff will continue to be damaged.

332. The Nachums have been forced to retain counsel to prosecute this action and are entitled to recovery of reasonable attorneys' fees and costs incurred herein.

TWELFTH CLAIM FOR RELIEF

(Appointment of Receiver)

333. Plaintiffs repeat and incorporate all allegations hitherto made as if fully set forth herein.

334. M. Nachum is entitled to an appointment of a receiver pursuant to NRS 32.010 to protect her rights and interests in Beso, which has been threatened as set forth above.

335. M. Nachum has no adequate remedy at law to enforce her rights and, unless granted the relief as prayed for herein, will suffer irreparable injury.

336. M. Nachum has been forced to retain counsel to prosecute this action and is entitled to recovery of reasonable attorneys' fees and costs incurred herein.

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IV.

PRAYER FOR RELIEF

WHEREFORE Plaintiffs pray for relief as follows:

337. For a judgment in Plaintiffs' favor on the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth claims for relief in an amount in excess of $10,000.00 against Defendants.

338. For declaratory relief;

339. For the appointment of a Receiver;

340. For interest according to Nevada Law;

341. For attorneys' fees and costs of suit incurred herein; and

342. For such other and further relief as the court may deem just and proper.

Dated: June 2, 2010

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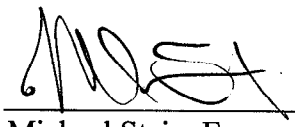
By: 

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VERIFICATION

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Mali Nachum, being first duly sworn upon her oath, states:

That I have read the foregoing Complaint, and that the matters and things alleged therein are true to the best of my information and belief.

Mali Nachum

SIGNED AND SWORN TO (OR AFFIRMED)

before me this 2nd day of June, 2010

N. JEANNE FORREST
Notary Public State of Nevada
No. 05-94033-1
My appt. exp. Nov. 2, 2012

NOTARY PUBLIC

VERIFICATION

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Ronen Nachum, being first duly sworn upon her oath, states:

That I have read the foregoing Complaint, and that the matters and things alleged therein are true to the best of my information and belief.

Ronen Nachum

SIGNED AND SWORN TO (OR AFFIRMED)

before me this 2nd day of June, 2010

N. JEANNE FORREST
Notary Public State of Nevada
No. 05-94033-1
My appt. exp. Nov. 2, 2012

NOTARY PUBLIC

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EXHIBIT 1

OPERATING AGREEMENT OF
BESO, L.L.C.
A NEVADA LIMITED LIABILITY COMPANY

In accordance with the laws of the State of Nevada and subject to the Articles of Organization, which will be filed by February 20, 2009, with the Secretary of State of Nevada, the members of **BESO, L.L.C.**, listed on the signature page, make the following agreement on April 1, 2009, regarding the conduct of the business and affairs of **BESO, L.L.C.**, a Nevada limited liability company (``Company")]:

ARTICLE 1
DEFINITION OF TERMS

1.01. When used in this agreement, the following terms have the meanings set forth here:

(a) ``Act" means acts as set forth in the Nevada Limited Liability Company Act, Chapter 86 of Nevada Revised Statutes.

(b) ``Agreement" means this operating agreement, as originally executed and as amended from time to time.

(c) ``Articles" means the Articles of Organization for the Company filed under Limited Liability Company Act, Chapter 86 of Nevada Revised Statutes, including all amendments thereto or restatements thereof.

(d) ``Available cash" of the Company means all cash funds of the Company on hand from time to time (other than cash funds obtained as contributions to the capital of the Company by the members and cash funds obtained from loans to the Company), after (1) payment of all operating expenses of the Company as of such time, (2) provision for payment of all outstanding and unpaid current obligations of the Company as of such time. and (3) provision for a working capital reserve, as defined below.

(e) ``Bankrupt" or ``bankruptcy" means, with respect to any person, being the subject of any order for relief under Title 11 of the United States Code, or any successor statute.

(f) ``Capital account" means the individual accounts established and maintained pursuant to Paragraph 3.04.

(g) ``Capital contribution" means the total value of cash and agreed fair market value of property contributed and agreed to be contributed to the Company by each member, as shown in Exhibit A, as the same may be amended from time to time.

(h) ``Code" means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code include any corresponding provision or provisions of succeeding law.

(i) ``Company" means **BESO, L.L.C.**, a Nevada limited liability company.

(j) ``Entity" means any association, corporation, general partnership, limited partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative. and foreign association of like structure.

(k) ``Interest" in the Company means the entire ownership interest of a Member in the Company at any particular time, including the right of the member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Act, together with the obligations of the member to comply with all of the terms and provisions of this Agreement.

(l) ``Manager" means a person elected by the Members of the Company to manage it.

(m) ``Member" means a person who

(1) Has been admitted to the Company as a Member in accordance with the Articles of Organization or Operating Agreement, or an assignee of an interest in the Company who has become a Member pursuant to Limited Liability Company Act, Chapter 86 of Nevada Revised Statutes.

(2) Has not resigned, withdrawn, or been expelled as a Member or, if other than an individual, been dissolved.

(n) ``Percentage interest" of a Member means the percentage of the member set forth opposite the name of the Member in Exhibit A attached to this Agreement, as the percentage may be adjusted from time to time pursuant to the terms of this Agreement.

(o) ``Principal office" means the office of the agent of this Company as shown in its Articles.

(p) ``Pro Rata Part'' means the proportion that a percentage interest of a Member bears to the aggregate interest in the Company of all Members.

(q) ``Share'' refers to an interest in the Company representing a contribution to capital. Whenever reference is made to ``percentage interest,'' a share may be converted into the same by dividing a Member's number of shares by the total of all shares outstanding.

(r) ``Substitute Member'' means any individual or entity that is admitted into membership on the written consent of all Members in accordance with Paragraph 3.11.

(s) ``Tax Matters Member'' means the member chosen pursuant to Internal Revenue Code ' 6231(a)(7) to deal with the Internal Revenue Service on tax matters.

ARTICLE 2
ORGANIZATION OF COMPANY

Formation of Company

2.01. The Members have formed a limited liability company under the Act by properly executing and filing the Articles and executing this Agreement. The rights, duties, and liabilities of the Members and the Managers are determined pursuant to the Act, the Articles, and this Agreement.

Company Name

2.02. The name of the Company is BESO L.L.C.. The Company will transact business under that name. However, the Company may conduct business under another name if the Managers think it advisable, provided that the Managers comply with the Act and any other applicable laws, file fictitious name certificates and the like, and file any necessary amendments.

Company Purpose

2.03. The purpose of the Company is to engage in the restaurant business. The Company will not engage in any other business without the prior consent of a majority in interest of the Members.

Operative Date of Agreement

2.04. The provisions of this Agreement shall take effect on April 1, 2009, the date of execution of this agreement as specified above.

ARTICLE 3
MEMBERS AND MEMBERSHIP INTERESTS

Names, Addresses, and Initial Capital Contributions of Members

3.01. Members, their respective addresses, their initial capital contributions to the Company, and their respective percentage interests in the Company are set forth on Schedule A, attached to this Agreement and made a part of it. Each Member agrees to make the initial contribution set out in Schedule A as specified in Paragraph 2.04 of this Agreement. Schedule A shall be amended from time to time to reflect any changes or adjustments in the respective contributions or percentage interests of the Members as required or permitted under this Agreement.

Failure to Make Contribution

3.02. (a) If a Member is required to contribute property or services in accordance with Paragraph 3.01 and Schedule A of this Agreement and fails to make that contribution as specified in Paragraph 2.04 of this Agreement, that Member shall be obligated, at the option of the Company, to contribute cash equal to that portion of the agreed value, as stated in Schedule A, of the contribution that has not been made. The foregoing option shall be in addition to, and not in lieu of, any other rights, including the right to specific performance, that the Company may have against the Member.

(b) The interest of a Member who fails to make the initial contribution provided for in Paragraph 3.01 shall be subject, at the option of the Company, to any or all of the following remedies:

(1) Loss of voting and approval rights until contribution has been made.

(2) Payment of damages in the amount of the agreed contribution.(3) Loss of the right to actively participate in the management and operations of the Company.(c) In addition to the remedies provided for in Subparagraph (b) of this Paragraph, the defaulting Member's interest in the Company is subject, at the option of the Company, to the following:

(1) Reduction, dilution or elimination of the defaulting Member's proportionate interest in the limited liability company;

(2) Subordination the defaulting Member's interest in the Company to that of nondefaulting Members;

(3) Forced sale of the Membership interest on the terms specified in Paragraphs 3.13 through 3.17 of this Agreement;

(4) The lending or contribution by other Members of the amount necessary to meet the defaulting Member's commitment;

(5) Adjustment of the interest rates or other rates of return, preferred, priority, or otherwise, with respect to contributions by or capital accounts of the other Members; or

(6) Fixing the value of the defaulting Member's interest in the limited liability company by appraisal, formula and redemption, or sale of the defaulting Member's interest in the limited liability company at a percentage of that value.

(d) The obligation of a Member to make the initial contribution required by Paragraph 3.01 may be compromised only by two-thirds vote of the Members.

Future Contributions

3.03. (a) No Member may be required to make any capital contribution to the Company other than that required under Section 3.01, except upon majority agreement of the Members. (b) All additional contributions made in accordance with Subparagraph (a), above, shall be made on a pro rata basis in accordance with the respective percentage interests of the Members of the Company, unless the Members on a majority basis agree to a different method of determining contributions. If additional contributions are made other than on a pro rata basis, the respective percentage interests of the Members in the Company shall be adjusted to reflect the total respective contributions of the Members, and Schedule A of this Agreement shall be amended accordingly.

(c) Any Member who fails to make an additional capital contribution after that contribution has been validly authorized in accordance with Subsection (a), above, shall be subject to the remedies specified in Paragraph 3.02(a) and (c). If a subsequent capital contribution is agreed to by the members, said capital contribution shall be made by each partner within ten (10) days of said subsequent capital contribution vote.

Member Loans or Services

3.04. Except as specified in Schedule A, services by any Member to the Company may not be considered to be contributions to the capital of the Company, and loans by any member to the Company shall not be treated as capital contributions to the Company. Any compensation that the Company pays to a Member for services, and any payment made by the Company to a Member on that Member's loan to the Company, shall not be treated as payment made to that Member acting in his, her, or its capacity as a Member under Internal Revenue Code Section 707.

Capital and Capital Accounts

3.05. (a) The initial Capital Contribution of each Member is as set forth in Exhibit A. No interest may be paid on any Capital Contribution.

(b) The Company will establish and maintain an individual Capital Accounts for each Member pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)

(c) No Member has the right to withdraw his or her capital contribution or to demand and receive property of the Company or any distribution in return for his or her Capital Contribution, except as may be specifically provided in this Agreement or required by law. No Member may receive out of Company property any part of that Member's capital contribution until (1) all liabilities of the Company, except liabilities to Members on account of their loans, have been paid or sufficient Company property remains to pay them, and (2) all Members consent, unless the return of the contribution to capital is rightfully demanded as provided in the Act.

(d) Subject to the provisions of Subparagraph 3.05(c), a Member may rightfully demand the return of that Member's Capital Contribution (1) after the Company has been dissolved and wound up pursuant to Article 21 of this Agreement, or (2) as may otherwise be provided in the Act. A member may demand and receive only cash in return for the Member's Capital Contribution.

Admission of Additional Members

3.05. The Members may admit to the Company additional members to participate in the profits, losses, available cash flow, and ownership of the assets of the Company on such terms as are determined by all of the Members. Admission of any additional Member requires the written consent of all members then

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having any interest in the Company. Any additional Members are allocated gain, loss, income, or expense by the method provided in this Agreement.

Limitation on Liability

3.06. No Member is liable under a judgment, decree, or order of the court, or in any other manner, for a debt, obligation, or liability of the Company, except as provided by law. No Member is required to loan any funds to the Company.

No Individual Authority

3.07. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to act for, or to undertake or assume, any obligation, debt, or responsibility on behalf of, any other Member of the Company.

No Member Responsible for Other Member's Commitment

3.08. In the event that a Member (or a Member's shareholders, partners, members, owners, or affiliates) has incurred any indebtedness or obligation before the date of this Agreement that relates to or otherwise affects the Company, neither the Company nor any other Member has any liability or responsibility with respect to the indebtedness or obligation unless the indebtedness or obligation is assumed by the Company pursuant to a written instrument signed by all Members. Furthermore, neither the Company nor any Member is responsible or liable for any indebtedness or obligation that is subsequently incurred by any other Member (or a Member's shareholder, partners, members, owners, or affiliates). In the event that a Member (or a Members' shareholders, partners, members, owners, or affiliates; collectively called the "liable Member"), whether before or after the date of this Agreement, incurs (or has incurred) any debt or obligation that neither the Company nor any of the other Members is to have any responsibility or liability for, the liable Member must indemnify and hold harmless the Company and the other Members from any liability or obligation they may incur in respect of the debt or obligation.

Transfer and Assignment of Membership Interests

3.09. No Member may assign, convey, sell, encumber, or in any way alienate all or any part of his or her interest in the Company as a Member without the prior written consent of all the other Members, which consent may be given or withheld, conditioned or delayed (as allowed by this Agreement or the Act), as the remaining Members may determine in their sole discretion. The remaining members in their sole discretion may require that any Member proposing to sell, assign, or in any way alienate all or any part of his or her interest in the Company offer the remaining members a right of first refusal to purchase that interest on the terms specified in Paragraphs 3.13 through 3.17 of this Agreement. Within thirty (30) days after notice by a Member that the Member proposes to sell, assign, or in any way alienate all or any part of his or her interest in the Company, the remaining members shall advise the Member in writing of their consent or refusal to consent to the proposed transfer, and of any terms or conditions imposed with respect to the sale. If the remaining Members do not advise the Member of their consent or refusal to consent, or of any applicable conditions, within that thirty (30) day period, they shall be deemed to have consented to the proposed sale, assignment, or other transaction. Transfers in violation of this section are effective only to the extent set forth in Paragraph 3.12(b), below.

Further Restrictions on Membership Transfers

3.10. No Member may assign, convey, sell, encumber, or in any way alienate all or any part of his or her interest in the Company (1) without registration under applicable federal and state securities laws, or unless the Member delivers an opinion of counsel satisfactory to the Company that registration under those laws is not required; or (2) if the interest to be sold or exchanged, when added to the total of all other sold or exchanged in the preceding six (6) consecutive months prior to that time, would result in the tax termination of the Company under Internal Revenue Code Section 708.

Substitute Members

3.11. A transferee may become a Substitute Member if (1) the requirements of Subsections 3.09 and 3.10, above, are met; (2) the person executes an instrument satisfactory to the remaining Members accepting and adopting the terms and provisions of this Agreement; and (3) the person pays all reasonable expenses in connection with his or her admission as a remaining Member.

Effect of Transfer

3.12. Any permitted transfer of all or any portion of a Member's interest in the company takes effect on the first day of the month following receipt by the Members of written notice of transfer. Any transferee of an interest in the company takes subject to the restrictions on transfer imposed by this Agreement.

(b) On a transfer of a Member's interest in the Company in violation of this Agreement, the transferee has no right to participate in the management of the business and affairs of the Company or to become a Member, but the transferee is entitled only to receive the share of profits or other compensation by way of income and the return of contributions to which the transferor of the interest in the Company would otherwise be entitled.

3.13. In the event of the death of any Member, or the forced sale of any Member's interest as otherwise provided in this Agreement, the remaining Members shall have an option to purchase that Member's interest in the Company by paying to that Member or the person legally entitled thereto the value of that Member's interest. determined as provided in Paragraph 3.14. The remaining Members shall give written notice of their exercise of this option to the Member, or the personal representative of a deceased Member. In the case of a deceased Member, this notice shall be given within thirty (30) days after the death of the deceased Member. The portion of the interest that an individual remaining Member may purchase under this Agreement shall be that proportion which the remaining Member's net worth in the Company bears to the total net worth in the Company of all remaining Members. The amount of the purchase prices shall be determined under Paragraph 3.14 of this Agreement. If any remaining Member is unable or unwilling to purchase his or her proportionate share of the interest of a Member as provided in this section, that right may be exercised and the interest purchased by the other remaining Members. No remaining Member shall be denied a right to participate in any such purchase if that Member delivers to all other Members a written declaration of intent to participate. This written declaration shall be delivered to each other Member within thirty (30) days after the death, retirement, resignation, or expulsion of the departing Member.

3.14. On any purchase or sale of a Member's interest under Paragraph 3.02(c)(3), 3.09, or 3.13 of this Agreement, the purchase price of that interest shall be determined as follows:

(a) The departing or deceased Member, or that Member's legal representative, and the remaining Members shall appoint a single appraiser. If the parties are unable to agree on the identity of the appraiser within thirty (30) days after the death, retirement, resignation, or expulsion of the departing Member *or* the giving of the notice required in Paragraph 3.09 or 3.13, each party thereafter shall appoint his or her own appraiser. If the two appraisers so appointed are unable to agree on the value of the interest within thirty (30) days after being so appointed, they shall appoint a third appraiser. The decision in writing of any two of the three appraisers so appointed shall be binding and conclusive on the parties to this Agreement and on any person legally entitled to receive the value of the departing or deceased Member's interest. All fees and expenses of each appraiser shall be paid by the remaining Members *or* purchasing and selling parties in equal proportions *or* party on whose behalf that appraiser was appointed, and the fees and expenses of the third appraiser to be paid equally by the purchasing and selling parties].

(b) In determining the value of the membership interest to be purchased, the appraisers shall value

(1) All items of inventory at their actual cost to the Company.

(2) All tangible assets of the Company, including lands, buildings, fixtures, machinery, automobiles, and equipment, at their fair cash market value.

(3) All accounts receivable due the Company that are not more than 90 calendar days old and not barred by the statute of limitations at one-half their face value.

(4) All accounts receivable due the Company that are less than 90 calendar days old at their full face value.

(5) Goodwill and other intangible assets of the Company at their fair cash market value.

Payment of Purchase Price

3.15. On any purchase and sale of a Member's interest under to this Agreement, the remaining Members shall pay to the person legally entitled thereto the value of the interest, determined as provided in Paragraph 3.14 of this Agreement, in the following manner: One half in cash on receipt of the appraisers' report, and the balance in 12 equal monthly installments commencing not later than 30 days after receipt of that report. Each monthly installment shall be applied first to interest at the rate of ten (10) percent per annum on the then remaining unpaid principal balance of the purchase price from the date the appraisers' report was received by the remaining Members and then to the reduction of principal].

Assumption of Departing Member's Obligations

3.16. On any purchase and sale of a Membership interest under this Agreement, the remaining Members shall assume all Membership obligations and shall protect, defend, and indemnify the departing Member, the personal representative and estate of a deceased Member, and the property of any departing Member, from liability for any Membership obligations of the departing Member.

Publication of Notice

3.17. On any purchase and sale of a Membership interest under this Agreement, the remaining Members shall, at their own cost and expense, as soon as reasonably practicable, prepare, publish, file, and serve all notices that may be required by law to protect the departing Member and the personal representative and estate of a deceased Member from liability for future obligations of the Membership business.

ARTICLE 4

POWER TO AMEND AGREEMENT

4.01. The power to adopt, alter, amend, or repeal this Agreement is vested entirely in the Members, and only permitted upon the majority vote by the Members.

ARTICLE 5

MANAGEMENT RIGHTS IN MANAGERS

5.01. The right to exercise the powers of the Company and to manage the business and affairs of the Company is vested entirely in the Managers.

ARTICLE 6

ELECTION OF MANAGERS

6.01. (a) The initial Manager specified in this Operating Agreement shall serve as Manager for the Company. The number of Managers of the Company shall be one (1). The Manager of the Company shall be Rok Management, LLC.

(b) Managers serve until they resign or are removed under Article 7.

ARTICLE 7

REMOVAL OF MANAGERS

7.01. (a) Only the Members majority may remove a Manager if the Manager acts outside the scope of the Manager's authority.

(b) At any meeting of Members called expressly for the purpose, a Manager may be removed for any reason, with or without cause, on a resolution adopted by a majority number of the Members.

ARTICLE 8

QUORUM OF MANAGERS

8.01. At all meetings of the Managers, one (1) of the Managers must be present to constitute a quorum for the transaction of business.

ARTICLE 9

ACTION BY MANAGERS

9.01. An act of the Managers is effective if more than a majority of the Managers vote approval of the act at a meeting at which a quorum of Managers is present.

ARTICLE 10

COMPENSATION OF MANAGERS

10.01. Members may, by a vote of a majority in interest may establish reasonable compensation of all Managers for services to the Company. The compensation may include pensions, disability benefits, and death benefits.

ARTICLE 11
EXECUTION OF DOCUMENTS

11.01. The Managers and Members have the authority to execute documents and instruments for the acquisition, mortgage, or disposal of property on behalf of the Company.

ARTICLE 12
MEETINGS OF MEMBERS

Annual Meeting

12.01. The Company shall hold a regular annual meeting of Members. The annual meeting shall be held on the first Wednesday of January of each year, provided, however, that if that day falls on a legal holiday, the meeting shall be held at the same time on the next day that is not a legal holiday. At the annual meeting reports on the affairs of the Company shall be considered, and any other proper matter may be presented and business transacted that is within the power of the Members.

Special Meetings

12.02. Special meetings of the Members will be held on request of any Member *or* any Manager *or* Members holding ten (10) percent or more interest in the Company. The Managers *or* Members calling the meeting shall cause written notice of the location, date, and time of the meeting, and the general nature of the business to be transacted, to be sent by first class mail to the Members entitled to vote at that meeting at least thirty (30) days before the scheduled date of the meeting.

Record Date

12.03. Only persons whose names are listed as members in the official records of the Company thirty (30) days before any meeting of the Members are entitled to notice of or to vote at that meeting.

Waiver of Notice

12.04. (a) The transactions of any meeting of Members, however called and noticed and wherever held, are as valid as if made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy and if, either before or after the meeting, each of the Members entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes of the meeting. All waivers, consents, and approvals must be filed with the records of the Company or made a part of the minutes of the meeting. Except as otherwise provided, neither the business to be transacted nor the purpose of any meeting of Members need be specified in any written waiver of notice, consent to the holding of the meeting, or approval of the minutes of the meeting.

(b) Attendance by a Member at any meeting also constitutes a waiver of notice to that person if he or she fails to object at the beginning of the meeting to the transaction of business because the meeting was not lawfully called or convened, but attendance does not constitute a waiver of the right to object to the consideration of matters required to be included in the notice but not so included if the objection is expressly made at the meeting.

Quorum

12.05. At all meetings of the Members, a majority of the Members must be present to constitute a quorum for transaction of business if the particular act at a meeting requires a majority vote of the Members. At all meetings of the Members, a unanimous number of Members must be present to constitute a quorum for transaction of business if the particular act at a meeting requires the unanimous vote of the Members.

ARTICLE 13
ACTIONS BY MEMBERS AND VOTING RIGHTS

Votes Required to Act

13.01. Except as otherwise provided in this Agreement, an act of the Members of record is effective if the majority of Members' votes adopt the particular act which requires a majority of the Members vote, at a meeting at which a majority of the Members is present. Except as otherwise provided in this Agreement, an act of the Members of record is effective if a unanimous of Members' votes adopt the particular act which requires a majority of the Members vote, at a meeting at which a majority of the Members is present.

The voting rights of the Members are to be distributed in proportion to each Member's contribution to capital or services in the following manner: one vote per ownership percent of the Company.

Vote by Proxy

13.02. Members may vote either in person or by proxy. Proxies must be executed in writing by the Members. A telegram, cablegram, or similar transmission by the member or a photographic, photostatic, facsimile, or similar reproduction of a writing executed by a Member is deemed an execution in writing for purposes of this Agreement.

Actions of Tax Matters Member

13.03. The Tax Matters Member of the Company, chosen pursuant to Internal Revenue Code Section 6231(a)(7), Rok Management, LLC, who has the same authority as granted by the Internal Revenue Code to a tax matters partner.

ARTICLE 14
ACTION BY CONSENT WITHOUT MEETING

14.01. Any action permitted to be taken by the Members may be taken without a meeting if all Members individually or collectively consent by signing a written approval of the action. Any action by written consent shall have the same force and effect as a majority or unanimous vote of the Members.

ARTICLE 15
ALLOCATIONS: DISTRIBUTIONS AND INTERESTS

Allocation of Net Income, Net Loss, or Capital Gains

15.01. (a) Except as may be expressly provided otherwise in this Article 20, and subject to the provisions of Internal Revenue Code Section 704(c) , the net income, net loss, or capital gains of the Company for each fiscal year of the Company is allocated to the Members, pro rata in accordance with their percentage interests in the Company.

(b) If a Member, on formation of the Company or at any time thereafter, contributes property with an adjusted income tax basis different from the fair market value at which the property is accepted and credited to that Member's capital account, then solely for income tax purposes and the determination of each Member's distributive share of the net Company profits and losses, any depreciation, depletion, gain, or loss with respect to that property shall, pursuant to Internal Revenue Code Section 704(c) of 1986 and Treasury Regulations Section 1.704-3 , be allocated according to the traditional method with curative allocations.

Distribution of Available Cash

15.02. Periodically, but not less frequently than at the end of each calendar quarter, the available cash of the Company, if any, must be distributed to the Members, pro rata in accordance with their percentage interests. For any calendar quarter, available cash need not be distributed to the extent that the cash is required for a reasonable working capital reserve for the Company; the amount of the reasonable working capital reserve is to be determined by the Members.

Allocation of Income and Loss and Distributions in Respect of Interests Transferred

15.03. (a) If any interest in the company is transferred, or is increased or decreased by reason of the admission of a new Member or otherwise, during any fiscal year of the Company, each item of income, gain, loss, deduction, or credit of the Company for the fiscal year must be assigned pro rata to each day in the particular period of the fiscal year to which the item is attributable (that is, the day on or during which it is accrued or otherwise incurred) and the amount of each item so assigned to any day shall be allocated to the Member based on his or her respective interest in the Company at the close of the day. For the purpose of accounting convenience and simplicity, the Company may treat a transfer of, or an increase or decrease in, an interest in the Company that occurs at any time during a semimonthly period (commencing with the semimonthly period including the date of this Agreement) as having been consummated on the first day of the semimonthly period, regardless of when during the semimonthly period the transfer, increase, or decrease actually occurs (that is, sales and dispositions made during the first 15 days of any month are deemed to have been made on the 16th day of the month).

(b) Distributions of the Company assets in respect of any interest in the Company shall be made only to the Members who, according to the books and records of the Company, are holders of record of

the interests in respect of which the distributions are made on the actual date of distribution. Neither the Company nor any Member incurs any liability for making distributions in accordance with the provisions of the preceding sentence, whether or not the Company or Member has knowledge or notice of any transfer or purported transfer of ownership of interest in the Company that has not been approved by unanimous vote of the Members. Notwithstanding any provision above to the contrary, gain or loss of the Company realized in connection with a sale or other disposition of any of the assets of the Company must be allocated solely to the parties owning interests in the Company as of the date the sale or other disposition occurs.

ARTICLE 16
INDEMNIFICATION, FIDUCIARY DUTIES, COMPETITION, AND TRADE SECRETS

Indemnification and Fiduciary Duties

16.01. The Company will indemnify Members and Managers for any act taken in the capacity of a Member or Manager, other than acts that involve a breach of fiduciary duty. The standard of the fiduciary duty each Member and Manager owes to the Company and to its members are those of a partner to a partnership and to the partners of the partnership. A Member's or Manager's standard of conduct owed to the Company and other Members and Managers is to act in the highest good faith to the Members and Managers, and a Member or Manager may not seek to obtain an advantage in the Company affairs by the slightest misconduct, misrepresentation, concealment, threat, or adverse pressure of any kind.

Power of Member to Do Business With LLC

16.02. Any Member or Manager, acting in that Member's or Manager's individual capacity, shall have the power to do business with the Company at any time, provided that the transaction is fair and equitable to the Company, in the Company's best business interest, and in accordance with the basic fiduciary principles specified in Section 19.01. This power includes, but is not limited to, the power to purchase property from or sell property to the Company at fair market value; exchange property for the Company's property of equal value; lease property from or to the Company at fair rental value; borrow funds from or lend or advance funds to the Company, with interest at then-prevailing rates, and give or receive security for any such loans in any commercially reasonable form.

Protection of Trade Secrets

16.03. Each Member and Manager acknowledges that the customer lists, trade secrets, processes, methods, and technical information of the Company and any other matters designated by a a majority of the Managers or Members are valuable assets. Unless he or she obtains the written consent of each Manager or Member of the Company, each Manager and Member agrees never to disclose to any individual or organization, except in authorized connection with the business of the Company, any customer list, or any name on that list, or any trade secret, process, or other matter referred to in this Section while a Member or Manager of the Company, or at any later time.

ARTICLE 17
COMPANY RECORDS AND REPORTS

Required Books and Records

17.01. The Company shall keep the following books and records in compliance with Limited Liability Company Act, Chapter 86 of Nevada Revised Statutes:

(a) A current list setting forth, in alphabetical order, the full name and last known business or residence address of each Member and of each holder of an economic interest in the Company, together with the contribution and the share in profits and losses of each Member and holder of an economic interest.

(b) A copy of the Company's articles of organization and all amendments thereto, together with any powers of attorney pursuant to which the articles of organization or any amendments thereto were executed.

(c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years.

(d) A copy of this Agreement, and any amendments thereto, together with any powers of attorney pursuant to which any written operating agreement or any amendments thereto were executed.

(e) Copies of the Company's financial statements, if any, for the six most recent fiscal years.

(f) Accurate books and records of the Company's internal affairs for at least the current and past four fiscal years.(g) A current list of the full name and business or residence address of each manager.

Records and Accounting; Fiscal Year

17.02. The books and records of the Company must be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods elected to be followed by the Company for federal and state income tax purposes. The books and records of the Company must reflect all Company transactions and must be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes is the calendar year.

Access to Accounting Records

17.03. All books and records of the Company must be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his or her duly authorized representative, must have access to them at the office of the Company and the right to inspect and copy them at reasonable times.

Annual and Tax Information

17.04. The Members must use their best efforts to cause the Company to deliver to each Member, within sixty (60) days after the end of each fiscal year, all information necessary for the preparation of each Member's federal income tax return. The Members must also use their best efforts to cause the Company to prepare, within sixty (60) days after the end of each fiscal year, a financial report of the Company for the fiscal year, which must contain a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the capital accounts of the Members.

ARTICLE 18

DISSOLUTION AND WINDING UP OF COMPANY

Events Causing Dissolution

18.01. The Company shall be dissolved, its assets shall be disposed of, and its affairs shall be wound up on the first to occur of the following events:

(a) On determination by members owning more than 50 percent of the interests in the Company that the Company should be dissolved.

(b) On the death, insanity, bankruptcy, retirement, resignation, or expulsion of any Member, unless at least 50 percent of the remaining Members consent to continue the Company within 90 days of the dissolution event.

(c) On the expiration of the term of the Company, as stated in the Articles.(e) At any earlier time at which dissolution may be required under any applicable law.

Persons Who May Conduct Winding Up

18.02. (a) The Managers *or* Members who have not wrongfully dissolved the Company may wind up the Company's affairs. The persons winding up the affairs of the Company shall give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the records of the Company.

(b) The Managers *or* Members winding up the Company's affairs shall not be entitled to reasonable compensation.

Distribution of Assets after Provision for Payment of Creditors.

18.03. (a) After determining that all the known debts and liabilities of the Company including, without limitation, debts and liabilities to Members who are creditors of the Company, have been paid or adequately provided for, the remaining assets shall be distributed among the Members according to their respective rights and preferences as follows:

(1) To members in satisfaction of liabilities for distributions pursuant to Limited Liability Company Act, Chapter 86 of Nevada Revised Statutes.

(2) To Members for the return of their contributions.

(3) To Members in the proportions in which those Members share in distributions.

(b) The payment of a debt or liability, whether the whereabouts of the creditor is known or unknown, has been adequately provided for if the payment has been provided for by either of the following means:

(1) Payment has been assumed or guaranteed in good faith by one or more financially responsible persons or by the United States government or any agency thereof, and the provision, including the financial responsibility of the person, was determined in good faith and with

reasonable care by the Members *or* Managers to be adequate at the time of any distribution of the Company's assets pursuant to this Paragraph 24.03.

(2) The amount of the debt or liability has been deposited with the Controller of the State of Nevada pursuant to Nevada Limited Liability Company Act, Chapter 86 of Nevada Revised Statutes.

ARTICLE 19
MISCELLANEOUS PROVISIONS

Complete Agreement

19.01. This Agreement and the Articles of this Company constitute the complete and exclusive statement of agreement among the members with respect to the subject matter described. This Agreement and the Articles replace and supersede all prior agreements by and among any of the Members. This Agreement and the Articles supersede all prior written and oral statements; no representation, statement, or condition or warranty not contained in this Agreement or the Articles is binding on the members or has any force or effect.

Governing Law

19.02. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Nevada.

Binding Effect

19.03. Subject to the provisions of this Agreement relating to transferability, this Agreement is binding on and inures to the benefit of the Members, and their respective distributees, successors, and assigns.

Severability

19.04. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, the provision is fully severable: this Agreement is construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision; and there will be added automatically as a part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Multiple Counterparts

19.05. This Agreement may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument. However, in making proof only one copy signed by the party to be charged is required.

Additional Documents and Acts

19.06. Each Member agrees to execute and deliver additional documents and instruments and to perform all additional acts necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by it.

No Third Party Beneficiary

19.07. This Agreement is made solely and specifically among and for the benefit of the parties to it, and their respective successors and assigns, subject to the express provisions of the agreement relating to successors and assigns, and no other person has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise.

Tax Consequences

19.08. Members acknowledge that the tax consequence of each Member's investment in the Company is dependent on each Member's particular financial circumstances. Each Member will rely solely on the Member's financial advisors and not the Company. The Company makes no warranties as to the tax benefits that the Members receive or will receive as a result of the Member's investment in the Company.

Notices

19.09. Any notice to be given or to be served on the Company or any party to this Agreement in connection with this Agreement must be in writing and is deemed to have been given and received when delivered to the address specified by the party to receive the notice. Notices must be given to each Member at the address specified in Exhibit A. Any Member or the Company may, at any time, designate

any other address in substitution of the foregoing address to which notice will be given by giving written notice to the other Members and the Company thirty (30) days before the date of delivery of the notice.

Amendments

19.10. Any provision of this Agreement may be amended only by the unanimous vote of the Members. All amendments to this Agreement must be in writing and signed by all of the Members.

Title to Company Property

19.11. Legal title to all property of the Company must be held and conveyed in the name of the Company.

Reliance on Authority of Person Signing Agreement

19.12. In the event that a Member is not a natural person, neither the Company nor any Member will (1) be required to determine the authority of the individual signing this agreement to make any commitment or undertaking on behalf of the entity or to determine any fact or circumstance bearing on the existence of the authority of the individual, or (2) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of the entity.

Execution of Spousal Consent

19.13. Each Member who is a married person agrees that at the time that Member executes this Agreement, he or she shall supply a signed consent by that Member's spouse, in the form attached to this Agreement, by which that Member's spouse agrees to be bound by the provisions of this Agreement.

Warranty of Each Member

19.14. Each Member agrees, represents and warrants that at the time he or she executes this agreement, either

(a) He or she is under no legal obligation by way of judgment, agreement, contract, or otherwise, specifically including but not limited to any employment agreement, marital settlement agreement, prenuptial or postnuptial agreement, nonmarital property agreement, or creditor's agreement, that conflicts with the terms of this Agreement or might impede that Member's ability to comply with the terms of this Agreement, including but not limited to those provisions of this Agreement respecting the operation and management of the Company or dealing with the transfer or interests in the Company; or

(b) That if he or she is under any legal obligation referred to in subsection (a), above, he or she shall supply, at the time he or she executes this Agreement, a signed consent by each person legally to entitled to enforce that obligation, in substantially the form of the spousal consent form attached to this Agreement, modified as appropriate to the circumstances and approved by all the other members of the Company, by which that person legally entitled to enforce the obligation agrees to be bound by all provisions of this Agreement.

MEMBER MISCELLANEOUS PROVISION

19.15 It is understood that Ronen Nachum and Mali Nachum, will provide either $166,000.00 or a letter of credit in the amount of $166,000.00 to the City Center Developer as and for the lease security deposit for the restaurant project no later than December 3, 2009. Said $166,000.00 security deposit or $166,000.00 letter of credit shall be utilized as rent in the third year of the City Center lease. In consideration of the above, Ronen Nachum and Mali Nachum shall receive a third and a half percent (3.5%) membership interest in Beso, LLC.

It is also understood that Jonas Lowrance and Anthony Vicidomine, will each provide either $166,000.00 or a letter of credit in the amount of $166,000.00 to the City Center Developer as and for the lease security deposit for the restaurant project no later than December 3, 2009. Said $166,000.00 security deposit or $166,000.00 letter of credit shall be utilized as rent in the third year of the City Center lease. In consideration of the above, Jonas Lowrance and Anthony Vicidomine shall each receive a third and a half percent (3.5%) membership interest in Beso, LLC.

Eva Longoria Parker in consideration for the membership interest she will be receiving in Beso, LLC, will be providing marketing and publicity services in respect to Beso, LLC's restaurant project. John Torregiani, Jr. in consideration for the membership interest he will be receiving in Beso, LLC, will be providing marketing, publicity and restaurant operational consulting services in respect to Beso, LLC's

restaurant project. Ronen Nachhum and Mali Nachum shall also in consideration of managing/supervising the restaurant construction project at City Center for Beso, LLC, shall receive a twenty one percent (21%) membership interest in Beso, LLC.

It is further agreed that any member of Beso, LLC, owning at least a ten percent (10%) membership interest in Beso, LLC, shall submit a financial statement to the City Center Development Company or to the MGM Mirage for lease, proof of financial credibility and/or development consideration. This requirement shall not subject any ten percent membership holder of Beso, LLC to any additional liabilities outside of the Company's operating agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, to be effective as of the date the Articles of Organization of the Company are accepted for filing by the Secretary of State.

Dated: April 1, 2009

BESO, LLC

By _____
Anthony Vicidomine, Manager of
Rok Management, LLC,
Manager of BESO, LLC

By _____
Jonas Lowrance, Manager of
Rok Management, LLC,
Manager of BESO, LLC

By _____
Ronen Nachhum,
Member of BESO, LLC

By _____
Mali Nachum,
Member of BESO, LLC

By _____
Anthony Vicidomine,
Member of BESO, LLC

By _____
Jonas Lowrance,
Member of BESO, LLC

Schedule A

Contributions and Percentage Interests of Members of BESO, LLC.

As of April 1, 2009:

Total Agreed Value of Member's Interest in BESO, L.L.C.

Name	Ownership Percentage	Contribution
Jonas Lowrance	24% Member	$500,000 and Services;
Anthony Vicidomine	24% Member	$500,000 and Services
Ronen Nachum and Mali Nachum	3.5% Member	($166,000.00 or $166,000.00 Letter of Credit for lease security deposit to City Center Developer to be utilized in

R.N

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		the third year of the City Center lease. See Paragraph 22.15 above).
Eva Longoria Parker	9% Member	Services
Additional Members (TBD)	10.5% Member	TBD
Ronen Nachum and Mali Nachum	21% Member	Services
John Torregiani, Jr.	1% Member	Services
Jonas Lowrance	3.5% Member	($166,000.00 or $166,000.00 Letter of Credit for lease security deposit to City Center Developer to be utilized in the third year of the City Center lease. See Paragraph 22.15 above).
Anthony Vicidomine	3.5% Member	($166,000.00 or $166,000.00 Letter of Credit for lease security deposit to City Center Developer to be utilized in the third year of the City Center lease. See Paragraph 22.15 above).

EXHIBIT 2

OPERATING AGREEMENT

OF
ROK MANAGEMENT GROUP, LLC
a Nevada Limited-Liability Company

This Operating Agreement of ROK MANAGEMENT GROUP, LLC (the "**Company**"), is made and entered into effective as of the Effective Date as that term is defined in Section 2.4 hereof (the "**Effective Date**"), by and among the Company, Jonas Lowrance, whose address is 3328 Glacial Lake Street, Las Vegas, NV 89122 ("LOWRANCE") and Anthony Vicidomine, whose address is 32 Plum Hollow Drive, Henderson, NV 89052 ("VICIDOMINE"), as the Members of the Company, who hereby agree that the management and affairs of the Company shall be conducted as follows:

ARTICLE 1
DEFINITIONS

Capitalized words and phrases used in this Agreement, not defined elsewhere in this Agreement, have the following meanings:

Section 1.1 "**Act**" means the Nevada Limited-Liability Company Act as set forth in Chapter 86 of the Nevada Revised Statutes, as amended from time to time (or any corresponding provisions of succeeding law).

Section 1.2 "**Adjusted Capital Account Deficit**" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to such Capital Account of any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentence of Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5);

(b) Debit to such Capital Account of the items described in Sections 1.704-1(b)(2)(ii)(d)(4),(5) and(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.7041(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

Section 1.3 "**Affiliate**" means any member of the immediate family of a Member or any person, firm or entity which controls or is controlled by any Member, or is controlled by the same persons, firms or entities which shall then control a Member in a relationship of joint venture, company or other form of business association or any entity created or operated for the benefit of any said person, firm or entity. In this definition, the term "**control**" shall include the ownership of ten

percent (10%) or more of the beneficial interest in the firm or entity referred to. As used herein, the term "**immediate family**" shall mean the spouse, ancestors, lineal descendants, brothers and sisters of the person in question.

Section 1.4 "**Agreement" or "Operating Agreement**" means this Operating Agreement of the Company, as amended from time to time. Words such as "**herein,**" "**hereinafter,**" "**hereof,**" "**hereto**" and "**hereunder**" refer to this Agreement as a whole, unless the context otherwise requires.

Section 1.5 "**Assumption Agreement**" means any agreement among the Company, any of the Members and any Person to whom the Company is indebted pursuant to a loan agreement, any seller financing with respect to any installment sale, a reimbursement agreement, or any other arrangement (collectively referred to as a "**loan**" for purposes of this Agreement) pursuant to which any Member expressly assumes any personal liability with respect to such loan. The amount of any such loan shall be treated as assumed by the Members for all purposes under this Agreement in the proportions set forth in such Assumption Agreement and their respective amounts so assumed shall be credited to their respective Capital Accounts pursuant to Section 1.6(a) hereof. To the extent such loan is repaid by the Company, the Members' Capital Accounts shall be debited with their respective shares of the repayments pursuant to Section 1.6 (b) hereof. To the extent such loan is repaid by some or all of the Members from their own funds, there shall be no adjustments to their Capital Accounts.

Section 1.6 "**Capital Account**" means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(a) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 4.3 or Section 4.4 hereof, and the amount of any Company liabilities assumed by such Person or which are secured by any property distributed to such Person.

(b) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 4.3 hereof, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(c) In the event all or a portion of an Interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

(d) In determining the amount of any liability for purposes of Sections 1.2(a), 1.2(b), 1.6(a) and 1.6(b) hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Members shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or Members) are computed in order to comply with such Regulations, the Members may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Article 12 hereof upon the dissolution of the Company. The Members also shall make any appropriate modifications in the event unanticipated events (for example, the acquisition by the Company of oil or gas properties) might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

Section 1.7 **"Capital Contributions"** means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the Interest in the Company held by such Member.

Section 1.8 **"Code"** means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

Section 1.9 **"Company"** means ROK MANAGEMENT GROUP, LLC, a Nevada limited-liability company.

Section 1.10 **"Company Minimum Gain"** has the same meaning as the term "minimum gain" as set forth in sections 1.704-2 (d) and 1.704-2(b) of the Regulations as such term applies to partnerships.

Section 1.11 **"Depreciation"** means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Members.

Section 1.12 **"Gross Asset Value"** means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Members, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for an Interest in the Company if the Member so elects; and (iii) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g);

(c) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution; and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m) and Section 4.3(f) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 1.12(d) to the extent the Member determines that an adjustment pursuant to Section 1.12(b) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 1.12(d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 1.12(a), (b) or (d) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

Section 1.13 **"Initial Members"** means those Members executing the Company's original Operating Agreement or who are designated as the Members therein.

Section 1.14 **"Interest"** means an ownership interest in the Company of a Member, unless otherwise modified by this Agreement, including any and all benefits to which the holder of such an Interest may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

Section 1.15 **"Interest Holder"** means any Person who holds an Interest, regardless of whether such Person has been admitted to the Company as a Member. **"Interest Holders"** means all such Persons.

Section 1.16 **"Majority Vote"** means the unanimous vote of the Members of the Company. The voting power of the Company is vested in its Members as follows: Initially, Jonas Lowrance shall have 50% of the voting power of the Company and Anthony Vicidomine shall have

50%. Upon the admission of a Person as an additional Member in the Company in accordance with the terms of this Agreement, the voting power of all Members shall be adjusted to reflect the proportion each Member's initial Capital Contribution bears to all initial Capital Contributions from all Members. In the event that any Member makes an additional Capital Contribution that is not an initial Capital Contribution, then the voting power of all Members shall be adjusted to reflect the proportion each Member's total Capital Contributions bears to all total Capital Contributions from all Members. No Member shall make an additional Capital Contribution without the approval by the unanimous vote of the Members. All actions and decisions of the Members shall be by unanimous vote or the written consent of all the Members possessing voting power.

Section 1.17 "Majority in Interest" means a majority of the interests in capital and profits of the Members which:

(a) In the case of capital, is determined as of the date of the dissolution event.

(b) In the case of profits, is based on any reasonable estimate of profits for the period beginning on the date of the dissolution event or the date the members consider any proposed transfer or assignment of the interest of a Member of the Company and ending on the anticipated date of the dissolution of the Company, including any present or future division of profits distributed pursuant to the Operating Agreement of the Company in effect on the date the Members consider the proposed transfer or assignment or the date of the dissolution event.

Section 1.18 "Manager or Managers" means the person or persons designated as Managers in the Articles of Organization of the Company filed or to be filed with the Secretary of State of Nevada in accordance with Section 86.161 of the Act (the **"Articles"**) or elected as Managers by the Members pursuant to this Agreement to manage the Company pursuant hereto and NRS 86.291.

Section 1.19 "Member or Members" means any Person who (i) is referred to as such in the first paragraph of this Agreement or who has become a Member pursuant to the terms of this Agreement, and (ii) has not ceased to be a Member pursuant to the terms of this Agreement. **"Members"** means all such Persons.

Section 1.20 "Member Nonrecourse Deductions" means any Company deductions that would be nonrecourse deductions if they were not attributable to a loan made or guaranteed by a Member or Interest Holder within the meaning of Regulations Section 1.704-2(i), except the term "Member" shall be substituted for the word "partner".

Section 1.21 "Net Cash From Operations" means the gross cash proceeds from Company operations including sales and dispositions of property of the Company in the normal course of the Company's business, less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements and contingencies, all as determined by the Managers. "Net Cash From Operations" shall not be reduced by depreciation, amortization,

cost recovery deductions or similar allowances, but shall be increased by any reductions of cash reserves previously established pursuant to the first sentence of this Section 1.21 and Section 1.22.

Section 1.22 "**Net Cash From Sales or Refinancings**" means the net cash proceeds from all sales and other dispositions and all refinancings of the Company's property or other sales or dispositions not in the Company's ordinary course of business, less any portion thereof used to establish reserves, all as determined by the Managers. "Net Cash From Sales or Refinancings" shall include all principal and interest payments with respect to any note or other obligation received by the Company in connection with sales and other dispositions of Company property, not in the ordinary course of the business of the Company.

Section 1.23 "**Nonrecourse Deductions**" has the meaning set forth in Section 1.704-2(c) of the Regulations. The amount of nonrecourse deductions for a fiscal year shall equal the net increase, if any, in the amount of the Company's minimum gain during that fiscal year, determined according to the provisions of Section 1.704-2(d) of the Regulations.

Section 1.24 "**Optional Loan or Loans**" shall have the meaning given that term in Section 3.8 hereof.

Section 1.25 "**Person**" means any individual, company, corporation, trust or other entity.

Section 1.26 "**Prime Rate**" means the base rate on corporate loans posted by at least seventy-five percent (75.0%) of the nation's 30 largest banks as reported in the Wall Street Journal "Money Rates" column.

Section 1.27 "**Profits" and "Losses**" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(l) shall be included in taxable income or loss), with the following adjustments:

(a) Income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.27 shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.27 shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 1.12(b) or Section 1.12(c) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 1.11 hereof; and

(f) Notwithstanding any other provision of this Section 1.27, any items that are specially allocated pursuant to Section 4.3 or Section 4.4 hereof shall not be taken into account in computing Profits or Losses.

Section 1.28 "**Regulations**" means the Income Tax Regulations promulgated by the Treasury Department under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

Section 1.29 "**Securities Act**" means the Securities Act of 1933, as amended.

Section 1.30 "**Tax Matters Member**" **or** "**TMM**" means the Member designated in Section 6.7 or any successor thereto.

Section 1.31 "**Transfer**" means, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate, or otherwise dispose of.

ARTICLE 2
THE COMPANY

Section 2.1 **Formation**. The Members hereby agree to organize or have organized the Company as a limited-liability company pursuant to the provisions of the Act.

Section 2.2 **Nature and Conduct of Business**. The Company is principally organized to engage in the business of such lawful purposes as the Members may from time to time authorize as permitted under Chapter 86. The Company shall have all the powers granted to a limited-liability company under the laws of the State of Nevada.

The Company shall not engage in any other business without the unanimous written consent of all the Members. Except as otherwise expressly provided in this Agreement, no Member acting alone shall have the right or authority to act for, or assume any obligations on behalf of, the other Members.

Section 2.3 **Office for Maintenance of Records**. The address of the office in the State of Nevada where the Company shall maintain its records as required by NRS 86.241 is Jay H. Brown, 520 S. Fourth Street, 2nd Floor, Las Vegas, NV 89101. The resident agent may be changed from time to time by filing of prescribed form with the Secretary of State of the State of Nevada. The Company shall keep at this address the following:

(a) A current list in alphabetical order of the full name and last known business address of each Member;

(b) A copy of the filed articles of organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed;

(c) Copies of any then-effective written operating agreement and of any financial statements of the Company for the three most recent years.

Records kept pursuant to this Section 2.3 are subject to inspection and copying at the reasonable request, and at the expense, of any Member during ordinary business hours.

Section 2.4 **Term**. The term of the Company shall commence on the date the Articles are filed in the Office of the Secretary of State of the State of Nevada in accordance with the Act (**"Effective Date"**) and shall continue for a period of thirty (30) years or until the winding up and liquidation of the Company and its business is completed following a Liquidating Event, as provided in Article 12 hereof. Prior to the time that the Articles are filed, no person shall represent to third parties the existence of the Company or hold itself out as a Member.

Section 2.5 **Registered Office and Agent for Service of Process**. The Company's agent for service of process in the State of Nevada is Jay H. Brown, Esq., whose address is the registered office of the Company in the State of Nevada and whose mailing and street address is 520 S. Fourth Street, 2nd Floor, Las Vegas, NV 89101

Section 2.6 **Reports to Members**. The Managers shall provide reports to the Members not less frequently than annually regarding the financial affairs of the Company and at such other times and in such manner as the Managers deem reasonable.

ARTICLE 3
CAPITAL CONTRIBUTIONS

Section 3.1 **Capital Contribution of Jonas Lowrance.** Jonas Lowrance shall make the Capital Contribution set forth in Schedule "1" attached hereto and incorporated herein by this reference, which Schedule shall also set forth the value of such Capital Contributions as agreed upon by the Members.

Section 3.2 **Capital Contribution of Anthony Vicidomine.** Anthony Vicidomine shall make the Capital Contribution set forth in Schedule "1" attached hereto and incorporated herein by this reference, which Schedule shall also set forth the value of such Capital Contribution as agreed upon by the Members.

Section 3.3 **Default on Capital Contributions or Failure to Execute and Deliver Guarantees.**

(a) The Members acknowledge and agree that any failure to make any Capital Contributions shall constitute a material breach of this Agreement and the Company and other Member(s) may pursue their remedies at law for such breach of this Agreement, including without limitation, the commencement of an action to collect from the defaulting Member by legal process the entire amount of its unmade Capital Contributions (including those amounts not currently in default), plus interest thereon at the prejudgment rate of interest in effect from time to time plus any damages sustained by the Company or the other Member(s) as a result of such breach, together with reasonable attorneys' fees and court costs.

(b) In addition to the remedy set forth in Section 3.4(a) above, if a Member (the **"Defaulting Member"**) fails to make any Capital Contributions required to be made pursuant to this Agreement, then any other Member (the **"Non-Defaulting Member"**), shall have the option, but not the obligation, to advance to the Company an amount of money equal to the amount the Defaulting Member was required to but did not contribute, which advance shall be considered a loan (a **"Contribution Loan"**) from the Non-Defaulting Member to the Defaulting Member, maturing six (6) months (the **"Contribution Loan Maturity Date"**) following the date of such advance and bearing interest from time to time at the rate of fifteen percent (15%) (but no more than the maximum rate allowed under applicable law) and secured by the Defaulting Member's Interest. Notwithstanding anything herein to the contrary, upon the occurrence of any Liquidation Event hereunder, the Contribution Loan Maturity Date shall be accelerated to the date on which such Liquidation Event occurred and all outstanding principal and accrued and unpaid interest of and with respect to any outstanding Contribution Loan shall become due and payable on such accelerated Contribution Loan Maturity Date. If a Non-Defaulting Member has made a Contribution Loan and the same (including all accrued interest thereon) is not repaid in full within six (6) months from the date such Contribution Loan was made, then such Non-Defaulting Member may elect to treat all or any portion of such Contribution Loan (including any accrued and unpaid interest thereon) as an additional Capital Contribution by such Non-Defaulting Member and, in connection therewith, to adjust the Interest of such Defaulting and Non-Defaulting Member to take into account the amount thereof. If the Non-Defaulting Member does not elect to make a contribution in accordance with the immediately preceding sentence, the Company will, at the request of the Non-Defaulting Member, return the Non-Defaulting Member's Contribution Loan, and the Non-Defaulting Member's obligation to contribute capital pursuant to this Agreement shall be suspended until the Defaulting Member complies with its obligations under this Agreement. Nothing in this Section 3.4(b)

shall impair or be construed to impair any other remedy granted to the Non-Defaulting Member in Section 3.4(a) or in this Agreement.

Section 3.4 **Return of Capital Contributions; No Interest**. Except as otherwise provided in this Agreement, no Member shall withdraw any Capital Contributions without the consent of all the Members. Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash except as may be specifically provided in the Act or herein. No Member shall be entitled to receive any interest on its Capital Contribution.

Section 3.5 **No Salary or Drawing on Capital Accounts**. Except as otherwise provided elsewhere in this Agreement, no Member shall receive any salary or drawing with respect to his Capital Contributions or his Capital Account or for services rendered on behalf of the Company or otherwise in his capacity as a Member.

Section 3.6 **Liability of Members and Managers**. Except as otherwise provided by the Act, or by an Assumption Agreement, no Member or Manager shall be liable under a judgment, decree, or order of a Court for a debt or obligation of the Company. Except as otherwise provided in this Agreement, any other agreements among the Members, or applicable state law, a Member shall be liable only to make its Capital Contributions and shall not be required to lend any funds to the Company or, after his Capital Contribution has been paid, to make any additional contributions to the Company.

Section 3.7 **Voluntary Contributions**. No Member may make any voluntary contribution to the capital of the Company without the prior written consent of the other Member.

Section 3.8 **Optional Loans**. If for any reason the Company shall have a negative cash flow, then any Member may, but shall not be obligated to, make a loan or advance to the Company in the amount of such deficit or negative cash flow (**"Optional Loan or Loans"**). The amount of any Optional Loan or Loans shall not be deemed to be a Capital Contribution by the Member making such Optional Loan or Loans and shall not result in an increase in the Capital Account or the Interest of the Member making any Optional Loan or Loans. The amount of any Optional Loan or Loans together with interest thereon at the per annum rate of two percent (2%) in excess of the Prime Rate, in effect from time to time, shall be deemed an obligation of the Company to the Member making such Optional Loan or Loans and all such Optional Loans shall be paid from cash available to the Company and with the priority specified herein prior to any cash distribution to the Members under Article 5 and Article 12 hereof. If not sooner paid, all outstanding principal and accrued and unpaid interest due on or with respect to an Optional Loan shall be due and payable in full on the first day of the twenty-fourth (24th) month after the date on which the Optional Loan is made by any Member to the Company (the **"Optional Loan Maturity Date"**); provided, however, that upon the occurrence of any Liquidation Event, the Maturity Date shall be accelerated to the date on which such Liquidating Event occurred and all outstanding principal and accrued and unpaid interest of and with respect to any outstanding Optional Loan shall become due and payable in full on such accelerated Optional Loan Maturity Date.

Section 3.9 **Reimbursement of Company Expenses**. Except as otherwise provided herein, the Company shall be responsible for paying all direct costs and expenses of holding, owning, and developing any property of the Company, including without limitation, financing fees, compensation of supervisory personnel, construction costs, debt service, insurance premiums, taxes, costs for bookkeeping and accounting directly related thereto, and the conduct of the Company's business operations, including without limitation, legal expenses paid to third parties, office supplies, and all other fees, costs and expenses directly attributable to the operation of the business of the Company. In the event any such costs and expenses are or have been paid by any Manager or Member on behalf of the Company, then, except as expressly provided herein to the contrary, the Manager or Member shall be entitled to be reimbursed at cost for such payment or expense as long as such payment is reasonably necessary for Company business and is reasonable in amount.

ARTICLE 4
ALLOCATIONS, PROFITS AND LOSSES

Section 4.1 **Profits**. After giving effect to the special allocations set forth in Sections 4.3 hereof, Profits for any fiscal year shall be allocated in the following order and priority:

(a) Fifty percent (50%) to Jonas Lowrance; and
(b) Fifty percent (50%) to Anthony Vicidomine.

Section 4.2 **Losses**. After giving effect to the special allocations set forth in Section 4.3 hereof, Losses for any fiscal year shall be allocated as follows:

(a) Fifty percent (50%) to Jonas Lowrance; and
(b) Fifty percent (50%) to Anthony Vicidomine.

Section 4.3 **Other Allocations**. Any other allocations shall be made or elected by the TMM in accordance with the requirements of the Code and Regulations. Allocations that are made or elected solely for purposes of federal, state, and local taxes shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

ARTICLE 5
DISTRIBUTIONS

Section 5.1 **Net Cash from Operations**. Except as otherwise provided in Article 12 hereof, Net Cash from Operations for each fiscal year, if any, shall be distributed, at such times as the Manager shall determine, but in no event less frequently than the 30th day after the end of each fiscal year, in the following order and priority:

(a) First, to pay any outstanding and accrued interest and principal then due and owing with respect to any Optional Loan made by any Member;

(b) Second, to pay any outstanding and accrued interest and principal then due and owing with respect to any Contribution Loan made by any Member;

(c) Third, fifty percent (50%) to Jonas Lowrance and fifty percent (50%) to Anthony Vicidomine.

Section 5.2 **Net Cash from Sales or Refinancings.** Except as otherwise provided in Article 12 hereof, Net Cash from Sales or Refinancings shall be distributed, at such times as the Manager may determine, in the following order and priority:

(a) First, to pay any outstanding and accrued interest and principal then due and owing with respect to any Optional Loan made by any Member;

(b) Second, to pay any outstanding and accrued interest and principal then due and owing with respect to any Contribution Loan made by any Member; and

(c) Third, fifty percent (50%) to Jonas Lowrance and fifty percent (50%) to Anthony Vicidomine.

Section 5.3 **Amounts Withheld.** All amounts withheld pursuant to the Code or any provision of any state or local tax with respect to any payment or distribution to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Article 5 for all purposes under this Agreement.

Section 5.4 **Drawing Accounts.** A drawing account shall be maintained for each Member. All distributions of money and property shall be deemed to be advances or drawings of money or property against a Member's distributive share of income and shall be treated as a current distribution made on the last day of the Company's taxable year with respect to such Member.

Section 5.5 **Minimum Mandatory Cash Distributions.** If any Member has not been distributed cash under Section 5.1 and Section 5.2 hereof during the tax year in question equal to the **"Minimum Mandatory Cash Distributions"** as defined below, then notwithstanding any provision to the contrary, the Company shall, to the extent there is Net Cash from Operations available, make cash distributions to each such Member at least equal to the estimated federal income taxes attributable to the Member's distributive share of the Company's separately stated items of income, gain, loss, deduction or credit under Code Section 702(a)(1) through (7) and nonseparately stated items of income, gain, loss, deduction or credit under Code Section 702(a)(8) for any given tax year (**"Minimum Mandatory Cash Distribution"**). This estimated tax liability, which shall be computed by the accountant who regularly prepares the Company's tax returns, shall be computed on the basis of the highest marginal tax rate applicable to the Members on capital gains and other taxable income for the tax year in question. The Minimum Mandatory Cash Distributions shall be made by the Company on an annual basis not later than March 15th of the calendar year following the tax year in

question. The Minimum Mandatory Cash Distributions shall be made to each Member in proportion to such Member's distributive share of such separately stated and nonseparately stated items of income, gain, loss, or deduction or credit under Code Section 702 and shall be reduced by any other cash distributions made to such Member under Section 5.1 for the tax year in question. All cash distributions made hereunder to a Member shall be deemed to be a distribution to such Member in the order and priority set forth in Section 5.1 and Section 5.2, without application of the percentage allocations between the Members.

Section 5.6 **Distributions to Defaulting Member; Right of Offset**. No Member shall receive any distribution, guaranteed or otherwise, if such Member is in default of any provision of this Agreement. The Company shall have the right to offset any distributions to such defaulting Member to the extent of all amounts owed by the defaulting Member to the Company under this Agreement.

ARTICLE 6
COMPANY MANAGEMENT

Section 6.1 **Number of Managers**. The Company shall be managed by a Board of Managers. The authorized number of Managers of this Company shall not be less than TWO (2) nor more than THREE (3) until changed, within the limits specified above, by a resolution amending such exact number duly adopted by the Members as provided in Section 6.9 hereof. The initial number of Managers shall be two (2) and shall be Jonas Lowrance and Anthony Vicidomine.

Section 6.2 **General Obligations**. The Managers shall cause to be filed original or amended documents and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company as a limited-liability company under the laws of the State of Nevada and any other states or jurisdictions in which the Company engages in business and, if required by law, shall execute and cause to be recorded appropriate original or amended documents in each county in each such other state in which the Company owns real property. Unless the Code or Regulations require otherwise, the Managers will serve as the Tax Matters Member.

Section 6.3 **General Authority**. Subject to the provisions of Section 6.7, the Managers shall have complete and exclusive control over the management of the business and affairs of the Company. Without limiting the foregoing grant of authority, the Managers shall have the full right, power and authority to execute, deliver and cause to be performed the Lease on behalf of the Company, and to determine and make one (1) or more calls for such additional contributions to capital that the Managers deem necessary for the maintenance and operation of the business of the Company. If there is more than one Manager, the rights and powers of the Managers shall be exercised among them as they may agree among themselves, but in the absence of such an agreement or in the event of deadlock or other lack of decision pursuant to such other agreement, they shall be bound by the unanimous vote of the Managers then in office.

Section 6.4 **Scope of Duties**. The Managers shall not be required to devote their full time to the business or affairs of the Company, but shall devote the time reasonably necessary to perform

the duties of the Managers under this Agreement and to prudently manage and operate the Company's business and properties.

Section 6.5 **Limitation of Liability and Indemnification of Managers.**

(a) The Managers shall not be liable for the return of any contribution of capital of any Member or for any profits thereon, and any return of capital and profits shall be made, if at all, solely from the assets and business of the Company;

(b) Except as otherwise provided herein, the Managers shall not be liable to the Company or the Members or other Interest Holders for any act or omission in connection with the business or affairs of the Company so long as the Manager against whom liability is asserted acted in good faith on behalf of the Company and in a manner reasonably believed by the Manager to be within the scope of authority under this Agreement and in the best interests of the Company, unless such act or omission constitutes gross negligence, intentional misconduct, fraud or a knowing violation of law; and

(c) In the event there is more than one Manager at the time any alleged liability arises under this Agreement or in favor of any Members or other Interest Holders against the Managers, the liability of each Manager shall be joint and several. Multiple Managers shall have the right separately to agree upon indemnification and contribution obligations among themselves.

Section 6.6 **Binding Authority.** The signature of all Managers shall be required to bind the Company to any agreement or on any document or instrument. Each Member and other Interest Holder agrees not to assert any claim to the effect that execution or performance of any such instrument or document breached this Agreement or the duties of the Managers, against any person dealing with the Managers in good faith and without actual notice of the asserted claim at the time of the delivery of the instrument or document, provided that this Section 6.6 shall not be construed to limit any recourse by any Member against the Managers or the Company for any breach of this Agreement or the duties of the Managers. Any person dealing with the Company may rely upon a certificate signed by any Manager as to (a) the identity of any Member, (b) any fact relevant to the Company, and (c) the due authority of persons purporting to act on behalf of the Company.

Section 6.7 **Unanimous Vote Restrictions on Manager Authority.** Without the unanimous vote or written consent of all the Members, no Manager shall directly or indirectly:

(a) Do any act in contravention of this Agreement, as amended from time to time;

(b) Do any act which would make it impossible to carry on the ordinary business of the Company, provided that actions of the Managers in accordance with the purposes of the Company or rights and powers granted under this Agreement shall not be considered to breach this clause;

(c) Confess a judgment against the Company;

(d) Possess Company property, or assign rights in specific Company property, for other than a Company purpose;

(e) Knowingly perform any act that would subject any Member to liability as a general partner of a partnership in any jurisdiction;

(f) Commingle funds of the Company with funds of any other person;

(g) Lend to any person any of the cash funds or other Company property;

(h) Purchase or lease Company property from the Company or sell or lease property to the Company;

(i) Guarantee the indebtedness of any person or cause, suffer or permit any Company property to secure or become collateral for any indebtedness of any person other than the Company;

(j) Amend the number of Managers set forth in Section 6.1;

(k) Unless such Manager or Managers have been appointed as the Tax Matters Member for the Company, extend the statute of limitations for assessment of tax deficiencies against the Company and its Members with respect to adjustments to the Company's federal, state or local tax returns;

(l) Unless such Manager or Managers have been appointed as the Tax Matters Member for the Company, represent the Company, the Members and Interest Holders before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company, the Members and any Interest Holders in their capacities as such, and to execute any agreements or other documents relating to or affecting tax matters, including agreements or other documents that bind the Members and Interest Holders with respect to tax matters or otherwise affect the rights of the Company, Members and Interest Holders;

(m) Prosecute or defend claims by or against the Company or affecting title to Company property and, unless such Manager or Managers have been appointed as the Tax Matters Member for the Company, to contest any determination by the Internal Revenue Service or any state or local taxing authority as to any matters affecting the Company, any Members or Interest Holders; or

(n) Appoint one of the Managers as the Tax Matters Member for the Company.

Section 6.8 **Member's Management Voting Rights**. Except as provided in Sections 6.7, 6.16 and 6.17 hereof, the Members shall have no right to participate in the management or control of

the business and affairs of the Company, and shall have only the voting rights specifically set forth in this Agreement or as otherwise required and not subject to waiver under the Act. All actions or decisions by the Members shall be made upon the unanimous vote or written consent of the Members holding voting power.

Section 6.9 Member Meetings; Quorum; Majority. The Members may approve a matter or take any action by the unanimous vote of Members at a meeting, in person or by proxy, or without a meeting by written consent.

Section 6.10 Action by Written Consent. Any action may be taken by the Members without a meeting if the action is authorized by the unanimous written consent of Members, and where action is authorized by unanimous written consent there is no need to call or notice a meeting of Members. A copy of the action taken by unanimous written consent must be immediately sent to all Members.

Section 6.11 Place of Meetings of Members. All annual meetings and special meetings of the Members shall be held at such place as is designated by the Manager or the Member or Members requesting such meeting, or, if no such place is designated, then at the office in the State of Nevada where the Company records are maintained under Section 2.3.

Section 6.12 Meetings and Means of Voting. All meetings of the Members shall be called, noticed and conducted as follows:

(a) Meetings of the Members may be called by any Manager or any Member. The call shall state the nature of the business to be transacted. Notice of any such meeting shall be given to all Members neither less than seven (7) days nor more than thirty (30) days prior to the date of such meeting.

(b) For the purpose of determining the Members entitled to vote on, or to vote at, any meeting of the Members or any adjournment thereof, the Manager or, if applicable, the Member or Members requesting such meeting may fix, in advance, a date as the record date for any such determination of the Members of record. Such date shall not be more than sixty (60) days or less than ten (10) days before any such meeting.

(c) Each Member may authorize any Person or Persons to act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or its attorney-in-fact. No proxy shall be valid after the expiration of one (1) year from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it.

(d) Each meeting of Members shall be conducted by the Managers, or, if applicable, the Member or Members requesting such meeting.

Section 6.13 **Waiver of Notice.** The actions taken at any meeting of the Members, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, and if, either before or after the meeting, each of the Members not present at the meeting signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records or made a part of the minutes of the meeting.

Section 6.14 **Adjourned Meetings and Notice Thereof.** Any Members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the unanimous vote of the Members present in person or represented by proxy, but in the absence of a quorum no other business may be transacted at any such meeting. Other than by announcement at the meeting at which such adjournment is taken, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. Whenever any Members' meeting, either annual or special, is adjourned for thirty (30) days or more, however, notice of the adjourned meeting shall be given as in the case of an original meeting.

Section 6.15 **Delegation of Authority to Members and Managers.** Any one or more of the Managers or Members may at any time or from time to time, and for such period as the Members shall determine, be delegated the authority to determine questions relating to specific areas of the conduct, operation, and management of the Company. Until such direction or delegation of authority is made, however, the Members and Managers shall have the authority set forth in the Articles of Organization and this Operating Agreement.

Section 6.16 **Election of Managers.** The Managers of the Company shall be chosen annually by the unanimous vote of the Members and shall hold office until such Manager shall resign or shall be removed or otherwise disqualified to serve, or the Manager's successor shall be elected and duly qualified. The Members may from time to time confer upon the Managers such duties, authority and titles as the business of the Company may require.

Section 6.17 **Removal, Resignation and Vacancies.** The Members may, by a unanimous vote, remove any Manager, either with or without cause. Any Manager may resign at any time by giving written notice thereof to the Members. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Members may fill any vacancy in the office of any Manager in the same way as Managers are regularly elected.

Section 6.18 **Conflicts of Interest.** Any Member may engage in or possess an interest in other business ventures of any nature or description independently, or with others, including, but not limited to, the same type of business as the Company, and neither the Company nor any Member shall have any rights in or to such independent ventures or the income or profits derived therefrom.

Section 6.19 **Indemnification of Managers or Members.**

(a) The Company, its receiver or its trustee shall indemnify, save harmless and pay all judgments and claims against any Manager or Member relating to any liability or damage incurred by reason of any act performed or omitted to be performed by such Manager or Member in connection with the business of the Company, including attorneys' fees incurred by such Manager or Member in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, including all such liabilities under federal and state securities laws (including the Securities Act of 1933, as amended) as permitted by law.

(b) In the event of any action by a Member against the Company, including a Company derivative suit, the Company shall indemnify, save, hold harmless and pay all expenses of such Member, including attorneys' fees, incurred in the defense of such action, if the Member is successful in such action.

(c) The Company shall indemnify, save, hold harmless and pay all expenses, costs or liabilities of the Manager or Member, who for the benefit of the Company, makes any deposit, acquires any option or makes any other similar payment or assumes any obligation in connection with any property proposed to be acquired by the Company and who suffers any financial loss as the result of such action.

(d) Notwithstanding the provisions of paragraphs (a), (b) and (c) of this Section 6.19, no Manager or Member shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence or willful violation or breach of any of its specific obligations under this Agreement.

(e) Notwithstanding paragraph (a) of this Section 6.19, no Manager or Member shall be indemnified from any liability, loss or damage incurred by the Manager or Member in connection with any claim or settlement involving allegations that federal or state securities laws were violated by the Manager or Member unless (i) the Manager or Member or other person or entity seeking indemnification is successful in defending such action and such indemnification is specifically approved by a court of law which shall have been advised as to the current position of the Securities and Exchange Commission or (ii) in case of a settlement, both the settlement and the indemnification are so approved by a court of law.

Section 6.20 Compensation and Loans.

(a) Compensation and Reimbursement. Except as otherwise provided in this Agreement, no Member shall receive any salary, fee or draw for services rendered to or on behalf of the Company, nor shall any Member be reimbursed for any expenses incurred by such Member on behalf of the Company. Unless otherwise provided by unanimous vote of the Members, the Managers shall serve without compensation, but shall be entitled to reimbursement from the Company for any reasonable and direct expenses incurred by a Manager in furtherance of the Company's business.

(b) Organization Expenses. The Company shall pay or reimburse a Manager, a Member or its Affiliates for organization expenses incurred by the Company. The organization expenses shall include, without limitation, legal and accounting fees. Organization expense shall qualify for reimbursement only if it is incurred and reasonably related to the Company's business purpose.

ARTICLE 7
BOOKS AND RECORDS; ACCOUNTING

Section 7.1 **Fiscal Year**. The fiscal year of the Company shall be the calendar year.

Section 7.2 **Method of Accounting**. The Managers may maintain the Company's management reports on a cash transaction basis; however, the Managers shall keep, or cause to be kept, full and accurate records of all transactions of the Company on the accrual method of accounting.

Section 7.3 **Books of Account**. All books of account shall, at all times, be maintained at the office of the Company set forth in Section 2.3 hereof, and shall be open during reasonable business hours for the reasonable inspection and examination by the Members or their authorized representatives, who shall have the right to make copies thereof.

Section 7.4 **Tax Returns**. The Managers shall prepare, or cause to be prepared, within ninety (90) days after the end of each fiscal year of the Company, at the expense of the Company, a Federal income tax return in compliance with Section 6031 of the Code and such state and local tax returns as are required for the Company; and, in connection therewith, make any available or necessary elections, including elections with respect to the rates of deduction taken on recovery property of the Company.

Section 7.5 **Reports and Statements.** Within ninety (90) days after the end of each fiscal year of the Company, the Company shall cause to be delivered to the Members such information as shall be necessary (including a statement for that year of each Member's share of net income, net gains and losses, and other items of the Company) for the preparation by the Members of their federal and state income and other tax returns for such year and, if required by applicable law, a copy of the Company's federal, state and local tax or information returns for such year.

Section 7.6 **Bank Accounts**. The Company shall open and maintain a bank account or accounts in which shall be deposited all funds of the Company. Withdrawals from such account or accounts shall be made upon the signature or signatures of the person or persons as the Members shall designate. There shall be no commingling of the assets of the Company with the assets of any other Person.

Section 7.7 **Tax Matters Member**. The Members hereby make, constitute and appoint Jonas Lowrance and Anthony Vicidomine as the "Tax Matters Member" ("**TMM**"). The TMM shall act as the tax matters partner referred to in Section 6231 (a) (7) of the Code.

ARTICLE 8
AMENDMENTS

Section 8.1 **Proposal**. Amendments to this Agreement may be proposed by any Member ("**Proposing Member**"). The Proposing Member shall submit to the Members a verbatim statement of any proposed amendment, providing that counsel for the Company shall have approved of the same in writing as to form and compliance with the Act. The Proposing Member shall seek the written vote of the Members on the proposed amendment or shall call a meeting to vote thereon and to transact any other business that it may deem appropriate. A proposed amendment shall be adopted and be effective as an amendment to this Agreement if it receives the affirmative vote or consent of all of the Members.

ARTICLE 9
TRANSFER OF INTERESTS

Section 9.1 **Transfer Restrictions in General**. Except as otherwise set forth in this Article 9, a Member shall not sell, assign, transfer, hypothecate, mortgage, pledge or collateralize all or any portion of its Interest in the Company without the prior written consent of all of the other Members. Any sale, assignment, transfer, pledge or hypothecation which does not comply with the provisions of this Article 9 shall be void and shall not cause or constitute a dissolution of the Company.

Section 9.2 **Tax Opinion**. The transferor of any Interest shall provide an opinion of counsel, satisfactory to the other Members, that the proposed assignment, transfer or sale would not cause the termination of the Company for federal income tax purposes.

Section 9.3 **Registration**. If any Interest is to be assigned, transferred or sold, either (i) such Interest shall be registered under the Securities Act of 1933, as amended, and any applicable state securities laws, or (ii) the transferor shall provide an opinion of counsel that the proposed assignment, transfer or sale is exempt from such registration requirements, which opinion shall not be deemed provided unless and until it is accepted by the other Members. The Company and the Members have no obligation or intention whatsoever either to register Interests for resale under any federal or state securities laws or to take any action which would make available to any Person any exemption from the registration requirements of such laws.

Section 9.4 **Right of First Refusal**. In addition to the other limitations and restrictions set forth herein, no Member may sell all or any portion of its Interest unless such Member (the "**Selling Member**") has first (i) given written notice to the other Members and the Company of its intention to sell all or a portion of such Interest (that which is intended to be sold is hereinafter called the "**Subject Interest**") and (ii) offered to sell the Subject Interest to the other Members at a price no

greater, and on terms and conditions not less favorable to the purchaser, than specified in a bona fide written offer received by the Selling Member from a third party.

(a) Within thirty (30) days after such notice is given by the Selling Member, any of the other Members may elect to purchase the Subject Interest from the Selling Member at the price and upon the terms and conditions set forth in the Selling Member's offer. If the other Members do not give the Selling Member notice of their election to purchase the Subject Interest within such thirty (30) day period, the Selling Member, at any time within three (3) months after the end of such thirty (30) day period, may, subject to the other provisions of this Article 9, sell the Subject Interest to the Person and for a purchase price not less, and on terms and conditions not more favorable to the purchaser, than specified in such third party offer.

(b) In connection with any such offer by a Selling Member, if more than one Member elects to purchase the Subject Interest, the Selling Member shall hold an auction among such electing Members and the highest bidder shall be entitled to purchase the Subject Interest at the winning bid price which shall be paid to the Selling Member instead of the original purchase price.

Section 9.5 **Transfer to Non-Citizens.** In no event may all or any part of a Member's Interest be assigned, transferred or otherwise disposed of to any person who is not a citizen or resident of the United States or who is tax-exempt as defined in Section 168(j) of the Code without the prior written consent of all of the Members.

Section 9.6 **Prohibited Transfers.** Any transfer or purported transfer of an Interest, whether by operation of law or otherwise, shall be null and void and of no legal effect unless it is permitted by this Article 9.

Section 9.7 **Rights of Assignee.**

(a) Except as provided in this Section 9.7, and as required by operation of law, the Company shall not be obligated for any purpose whatsoever to recognize the transfer by any Interest Holder of an Interest unless such transfer is made in accordance with the terms of this Agreement.

(b) Any transfer of an Interest must be in writing, may not contravene any of the provisions of this Agreement, and must be executed by the transferor and delivered to the Company and recorded on the books of the Company. Any transfer which contravenes any of the provisions of this Agreement shall be of no force and effect, and shall not be recognized by the Company.

(c) A transferee of an Interest who is not admitted as Member pursuant to Section 9.8 shall have no right to require any information or account of the Company's transactions or to inspect the Company books or to vote, or to participate in the management of the

Company, but shall only be entitled to receive the allocations and distributions to which his transferor would otherwise be entitled under this Agreement.

Section 9.8 **Admission of Transferee as a Member**.

(a) Subject to the other provisions of this Article 9, a transferee of an Interest shall be admitted as a Member only after the satisfactory completion of items (1) through (3) below and, if applicable, item (5):

(1) The transferee accepts and agrees to be bound by the terms and provisions of this Agreement;

(2) A counterpart of this Agreement and such other documents or instruments as the Company may require is executed by the transferee to evidence such acceptance and agreement;

(3) The transferee pays or reimburses the Company for all reasonable legal fees, filing and publication costs incurred by the Company in connection with the admission of the transferee as a Member;

(4) All of the Members other than the transferring Member consent to the admission of the transferee as a substituted Member; and

(5) If the transferee is not an individual, the transferee provides the Company with evidence satisfactory to counsel for the Company of the authority of such transferee to become a Member under the terms and provisions of this Agreement.

(b) The Company shall make all official filings and publications as promptly as practicable after the satisfaction by the transferee of the conditions contained in this Article 9 to the admission of such transferee as a Member.

Section 9.9 **Distributions and Allocations in Respect to Transferred Interests**. If any Member's Interest is sold, assigned or transferred during any accounting period in compliance with the provisions of this Article 9, Profits, Losses, each item thereof and all other items attributable to the transferred Interest for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Company. All distributions on or before the date of such transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Company shall recognize such transfer not later than the end of the calendar month during which it is given notice of such transfer, provided that if the Company does not receive a notice stating the date such Interest was transferred and such other information as the Company may reasonably require within thirty (30) days after the end of the accounting period

during which the transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, on the last day of the accounting period during which the transfer occurs, was the owner of the Interest. Neither the Company nor any Member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 9.9, whether or not any Member or the Company has knowledge of any transfer of ownership of any Interest.

Section 9.10 Death of a Member. The heirs, devisees and legatees of a deceased Member shall have the rights of a transferee of such deceased Member provided for in Section 9.7 hereof, subject to administration of such deceased Member's estate, and may become substituted Members in lieu of the deceased Member upon the unanimous consent of the other Members and compliance with the conditions of Section 9.8 hereof. The other Members shall have the absolute right to refuse such consent.

Section 9.11 Voluntary Withdrawal by Member Prohibited. Except in the event of the death of a Member, no Member may voluntarily withdraw, retire or resign from the Company. Any Member that voluntarily withdraws, retires or resigns from the Company in contravention of this Agreement shall, in addition to all other rights and remedies available to the non-withdrawing Member as provided in this Agreement, be liable to the Company and the other Members for all costs, expenses, and damages occasioned by any such action in contravention of this Agreement.

ARTICLE 10
ADMISSION OF NEW MEMBERS OTHER THAN TRANSFEREES

Section 10.1 Upon the unanimous written consent of the existing Members, the Company may admit new Members other than transferees of an Interest, upon such terms and conditions as are approved by the unanimous consent of the existing Members. All new Members shall comply with subsections 1 through 4, and if applicable, subsection 5 of Section 9.7 hereof prior to such new Member's admission.

ARTICLE 11
DEATH, INCOMPETENCY, DIVORCE, BANKRUPTCY OR DISSOLUTION OF A MEMBER

Section 11.1 Buy/Sell Event. For purposes of this Agreement, **"Buy/Sell Event"** means with respect to any Member, the first occurrence of any of the following events: (a) if the Member is an individual or if an individual is a principal of a Member, the death of such Member or individual, provided the remaining Members have not unanimously consented to permit the deceased Member's heirs or beneficiaries to succeed to such Interest as provided in Section 9.10 hereof; (b) the bankruptcy of such Member; (c) if such Member is an individual, such Member is declared incompetent by a court of competent jurisdiction; (d) if such Member is an entity, the dissolution of such Member; (e) if the Member's Interest becomes subject to an involuntary transfer by legal process, including, but not limited to the transfer to the spouse of a Member in divorce proceedings or pursuant to a settlement agreement; or (f) the occurrence of an event described in Section 9.1(b)

hereof. The Member with respect to whom a Buy/Sell Event occurs is sometimes referred to herein as the "**Selling Member**". Upon the occurrence of a Buy/Sell Event, the remaining Members shall have the option to purchase the Selling Member's entire Interest in the Company for a purchase price equal to the Selling Member's "Net Equity" as of the date of the Buy/Sell Event. Such option shall be exercised by any Member giving written notice of its exercise ("**Electing Member(s)**") within thirty (30) days after it receives notice of the occurrence of the Buy/Sell Event ("**Election Period**") to the Selling Member or its personal representative or successor-in-interest. If there is more than one Electing Member, however, their exercise of the option shall be deemed to be an election to purchase that portion of the Selling Member's Interest that is the ratio of each Electing Member's Invested Capital to the total Members' Invested Capital of all of the Electing Members. If the Members fail to exercise their option to purchase the Selling Member's entire Interest in the Company, the remaining Member(s) shall proceed to dissolve the Company as set forth in Article 12 hereof.

Section 11.2 Net Equity

(a) The "**Net Equity**" of a Selling Member's Interest in the Company shall be the amount that would be distributed to such Member in liquidation of the Company pursuant to Article 12 hereof if (1) all of the Company assets were sold for their Gross Asset Values, (2) the Company paid its accrued, but unpaid liabilities and established reserves pursuant to Section 12.2 hereof for the payment of reasonably anticipated contingent or unknown liabilities, and (3) the Company distributed the remaining proceeds to the Members in liquidation, all as of the date of the Buy/Sell Event, provided that in determining such Net Equity, no reserve for contingent or unknown liabilities shall be taken into account if the Selling Member (or his successor in interest) agrees to indemnify the Company and all other Members for that portion of any such reserve as would be treated as having been withheld pursuant to Section 12.2 hereof from the distribution such Member would have received pursuant to Article 12 hereof if no such reserve were established.

(b) The Net Equity of the Selling Member's Interest in the Company shall be determined, without audit or certification, from the books and records of the Company by the firm of independent certified public accountants regularly employed by the Company. The Net Equity of the Selling Member's Interest shall be determined within thirty (30) days of the day upon which such accountants are apprised in writing of the Gross Asset Value of the Company's real property, and the amount of such Net Equity shall be disclosed to the Company and each of the Members by written notice. The Net Equity determination of such accountants shall be final and binding in the absence of a showing of gross negligence or willful misconduct.

Section 11.3 Terms of Purchase; Closing.

(a) The closing of the purchase and sale of the Selling Member's Interest shall occur on a date and time mutually agreeable to the Selling Member (or its personal representative or successor in interest) and the Electing Members, which shall not be later than 5:00 p.m. (local time at the place of closing) on the first business day occurring on or

after the ninetieth (90th) day following the last day of the Election Period and at such place as is mutually agreeable to the Electing Members and the Selling Member, or upon the failure to agree, at the Company's principal place of business. At the closing, each Electing Member shall pay to the Selling Member, by cash or other immediately available funds, that portion of the purchase price of the Selling Member's Interest that corresponds to the portion of the Selling Member's Interest such Electing Member is purchasing, and the Selling Member shall deliver to each Electing Member good title, free and clear of any liens, claims, encumbrances, security interests, or options (other than those granted by this Agreement) to the portion of the Selling Member's Interest thus purchased. Each Electing Member shall be liable only for its individual portion of the purchase price to the Selling Member. In the event that any Electing Member shall fail to perform its obligation to purchase hereunder, and no other Electing Member elects to purchase the portion of the Selling Member's Interest thus not purchased, such Selling Member shall not be obligated to sell any portion of its Interest to any Electing Member.

(b) At the closing, the Electing and Selling Members (or their representatives) shall execute such documents and instruments of conveyance as may be necessary or appropriate to confirm the transactions contemplated hereby including, without limitation, the Transfer of Interest of the Selling Member to the Electing Member(s) and the assumption by each Electing Member of each Selling Member's obligation with respect to the portion of the Selling Member's Interest transferred to each Electing Member. The reasonable costs of such transfer and closing, including, without limitation, attorneys' fees and filing fees, shall be divided equally between the Selling Member and the Electing Member(s).

ARTICLE 12
DISSOLUTION AND WINDING UP

Section 12.1 **Liquidating Events**. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("**Liquidating Events**"):

(a) The expiration of thirty (30) years from the filing of the Articles of Organization of the Company;

(b) The vote by all of the Members to dissolve, wind up and liquidate the Company;

(c) The death, insanity, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or other event which terminates the Member's membership in the Company unless a Majority in Interest of the remaining Members agree in writing within ninety (90) days after the event to continue the business of the Company; or

(d) The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Company.

The Members hereby agree that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined, by a court of competent jurisdiction, that the Company has dissolved prior to the occurrence of a Liquidating Event, the Members hereby agree to continue the business of the Company without a winding up or liquidation.

Section 12.2 **Winding Up**. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members, and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Managers shall be responsible for overseeing the winding up and dissolution of the Company, shall take full account of the Company's liabilities and property, shall cause the property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors other than the Members;

(b) Second, to pay any outstanding and accrued interest and principal then due and owing with respect to any Optional Loan made by any Member;

(c) Third, to pay any outstanding and accrued interest and principal then due and owing with respect to any Contribution Loan made by any Member;

(d) Fourth, to the payment and discharge of all the Company's other debts and liabilities to the Members; and

(e) The balance, if any, to the Members, in proportion to their positive Capital Account balances.

The Managers shall not receive any additional compensation for any services performed pursuant to this Section 12. Each Manager understands and agrees that by accepting the provisions of this Section 12.2 setting forth the priority of the distribution of the assets of the Company to be made upon its liquidation, such Manager expressly waives any right which it, as a creditor of the Company might otherwise have under the Act to receive distributions of assets *pari passu* with the other creditors of the Company in connection with the distribution of assets of the Company in satisfaction of any liability of the Company, and hereby subordinates to said creditors any such right.

Section 12.3 **Compliance with Certain Requirements of Regulations; Deficit Capital Accounts**. In the event the Company is "liquidated" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), (a) distributions shall be made pursuant to this Section 12 to the Members who have positive Capital Accounts in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2), and (b) if (after giving effect to all contributions, distributions and allocations for all taxable years,

including the year during which such liquidation occurs), some Members have positive Capital Accounts and other Members have negative Capital Accounts, those Members who have negative Capital Accounts shall contribute to the capital of the Company an amount equal to the aggregate positive Capital Account balances ("**Restoration Amount**") within the time periods designated in Regulations Section 1.704-1(b)(2)(ii)(b)(3). Each Member having a Negative Capital Account shall contribute capital to the Company equal to the product of the Restoration Amount multiplied by a fraction the numerator of which is such Member's negative Capital Account and the denominator of which is the total of all negative Capital Accounts, however, in no event shall a Member be required to contribute an amount exceeding the amount by which such Member's Capital Account is negative. If all Members have deficit balances in their Capital Accounts (after giving effect to all contributions, distributions and allocations for all taxable years, including the year during which such liquidation occurs), no Member shall have any obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever. In the discretion of the Members, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to this Section 12 may be:

(a) Distributed to a trust established for the benefit of any Member for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Members, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or

(b) Withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

Section 12.4 **Rights of Members**. Except as otherwise provided in this Agreement, (a) each Member shall look solely to the assets of the Company for the return of its Capital Contributions and shall have no right or power to demand or receive property other than cash from the Company and (b) no Member shall have priority over any other Member as to the return of its Capital Contributions, distributions, or allocations.

ARTICLE 13
MISCELLANEOUS PROVISIONS

Section 13.1 **Notices**. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given if mailed within the United States by certified mail return receipt requested, postage prepaid, to the Members at the addresses set forth beneath their signatures, if sent by a nationally recognized overnight courier service such as Federal Express, if sent by telecopy transmission provided that the sender received

printed confirmation of the effective transmission of the entire written notice or communication, or if personally delivered to them. Any Member may change its address by giving written notice of the change to the Company and the other Members. Any notices given prior to the notice of change of address shall not be affected by the notice of change.

Section 13.2 Attorney's Fees. In any judicial action or proceeding among the parties to enforce any of the provisions of this Agreement or any right of any party hereto, regardless of whether such action or proceeding is prosecuted to judgment and in addition to any other remedy, the unsuccessful party shall pay to the successful party all costs and expenses, including reasonable attorneys' fees and court costs, incurred therein by the successful party.

Section 13.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements among the parties with respect thereto.

Section 13.4 Captions. Any titles or captions or sections contained in this Agreement are for convenience or reference only and shall not be deemed part of the context of this Agreement.

Section 13.5 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, entity or entities, may require.

Section 13.6 Governing Law. This Agreement shall be enforced, governed by and construed in accordance with the laws of the State of Nevada.

Section 13.7 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.

Section 13.8 Further Documents. Each of the Members shall execute such further documents and take such further actions as may be reasonably necessary or desirable to accomplish any transaction intended or authorized by this Agreement.

Section 13.9 Member Non-Waiver of Rights and Breaches. No failure or delay of a Member in the exercise of any rights given to such Member hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Member of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof, or of any breach of any other provision hereof.

Section 13.10 No Agency. Nothing contained herein shall be construed to constitute any Member the partner of any other Member or the agent of any other Member.

Section 13.11 Parties Bound. This Agreement shall bind and inure to the benefit of the Members and their several successors in interest in whatever capacity.

Section 13.12 Duplicate Originals. This Agreement may be executed in several copies; and upon execution by each party hereto, they shall be treated as duplicate originals hereof.

Section 13.13 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all the Members had signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

Section 13.14 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

Section 13.15 Waiver of Action for Partition. Each of the Members irrevocably waives any right that he may have to maintain any action for partition with respect to any of the Company's property.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the Effective Date set forth above.

THE COMPANY:

ROK MANAGEMENT GROUP, LLC
a Nevada limited-liability company

By: _____
Jonas Lowrance, Member

By: _____
Anthony Vicidomine, Member

ADDRESS FOR PURPOSE OF NOTICES

ROK GROUP MANAGEMENT, LLC
c/o Jay H. Brown, Esq.
520 S. Fourth Street, 2nd Floor
Las Vegas, NV 89101

Jonas Lowrance
3328 Glacial Lake Street
Las Vegas, NV 89122

Anthony Vicidomine
32 Plum Hollow Drive
Henderson, NV 89052

SCHEDULE "1"

Member	Description of Capital Contribution	Agreed Upon Value
Jonas Lowrance	$ 2,500.00	50%
Anthony Vicidomine	$ 2,500.00	50%

EXHIBIT 3

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (this "Agreement") is effective as of July 30, 2009 (the "Effective Date"), by and between Beso, LLC, a Nevada limited liability company ("Buyer") and Anthony Vicidomine ("Seller," and together with Buyer, the "Parties" and each a "Party").

RECITALS

A. Seller owns twenty-four percent (24%) of the issued and outstanding membership interests, including, without limitation, voting rights of Beso, LLC, a Nevada limited-liability company (the "Company"), and the right to an additional three and one-half percent (3.5%) membership interest upon provision of a $166,000 letter of credit ("Letter of Credit") for a security deposit to CityCenter for the lease to the Company, for a total possible claim to twenty-seven and one-half percent (27.5%) of the membership interests of the Company.

B. Buyer desires to purchase from Seller and Seller desires to sell to Buyer twenty-two percent (22%) of Seller's membership interests (the "Membership Interests"), and to eliminate the Seller's obligations, responsibilities, and claims to the additional three and one-half percent (3.5%) membership interests related to the provision of the Letter of Credit, pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Purchase and Sale of Membership Interests.

a. Sale and Purchase. Subject to the terms and conditions set forth herein, at the Closing (as defined in Section 1(c)), Buyer shall purchase from Seller, and Seller shall sell to Buyer the Membership Interests. Seller understands and agrees that upon execution of this Agreement, Seller's interest in the Company shall be solely that of a member holding two percent (2%) of the membership interests in the Company, and that such membership interests are subject to future capital calls as required of all the contributing members on a pro rata basis.

b. Purchase Price. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer and convey the Membership Interests to Buyer at Closing (as defined below), and Buyer agrees to acquire the Membership Interests from Seller as follows:

i. The sum of Five Hundred Thousand Dollars ($500,000.00) payable within forty-five (45) days after the Closing, which amount shall be evidenced at Closing by a Promissory Note ("First Note") executed by Buyer, as Maker, in favor of Seller, as Holder, which form of note is attached hereto and incorporated herein by reference as Exhibit A; and

ii. The sum of Two Hundred Fifty Thousand Dollars ($250,000.00), payable thirty (30) days from the actual opening date of the Beso restaurant in the CityCenter development, which opening date is currently anticipated to be December 3, 2009, but in any event, such payment date to be not later than January 15, 2010, which amount shall be evidenced at Closing by a Promissory Note ("Second Note") executed by Buyer, as Maker, in favor of Seller, as Holder, which form of the note is attached hereto and incorporated herein by reference as Exhibit B.

iii. The Purchase Price (defined below) to be paid by Buyer shall constitute payment in full for the Membership Interests. The First Note and the Second Note shall hereinafter be collectively referred to as the "Purchase Price."

c. Closing. The Closing shall take place upon full execution of this Agreement at such location as may be agreed upon by the parties hereto (the "Closing"), but in no event shall Closing extend beyond July 30, 2009.

d. Deliveries at Closing. At the Closing, the Parties shall make the following simultaneous deliveries:

i. Buyer shall deliver to Seller the Purchase Price as the fully executed First Note and Second Note in the forms of Exhibits A and B;

ii. Buyer shall deliver to Seller an original of the Indemnification Agreement, duly executed by Jonas Lowrance and Ronen Nachum, indemnifying Seller for the Guaranty executed by Seller as a requirement of that lease between Beso, LLC and The Crystals at CityCenter dated March 11, 2009;

iii. Seller shall deliver to Buyer a counterpart original of the Indemnification Agreement, duty executed by Seller and Michelle Vicidomine;

iv. Seller shall deliver to Buyer an original of this Agreement, duly executed by Seller;

v. Buyer shall deliver to Seller a counterpart original of this Agreement, duly executed by Buyer;

vi. Seller shall deliver to Buyer a short form Assignment of Membership Interests, attached hereto as Exhibit C and incorporated herein by reference, evidencing the transactions contemplated by this Agreement, duly executed by Seller;

vii. Seller shall deliver his resignation as manager of Rok Management Group, LLC in the form attached as Exhibit D ("Resignation"); and

viii. The Parties shall execute and deliver such other documents as are customary and reasonably necessary to consummate the transactions contemplated hereby.

2. Membership Interests Related to Letter of Credit. Effective immediately upon the Closing, Seller and Buyer agree that Seller's obligations, responsibilities, and claims to the

additional three and one-half percent (3.5%) membership interests related to the provision of the Letter of Credit, as contemplated within the Beso, LLC Operating Agreement dated April 1, 2009, are eliminated.

3. Covenants of Seller. Unless Buyer otherwise agrees in writing, Seller covenants and agrees as follows:

a. Seller (i) shall execute and deliver (or cause to be executed and delivered) at the Closing each document that Seller is required to execute and deliver (or cause to be executed and delivered) as a condition to the Closing; (ii) shall take all commercially reasonable steps necessary or appropriate and proceed diligently and in good faith to satisfy each condition to the obligations of Buyer under this Agreement; and (iii) will not take or fail to take any action that could reasonably be expected to result in the non-fulfillment of any such condition.

b. Seller shall not, directly or indirectly, obligate himself to (i) take any action that would constitute a breach of this Agreement or (ii) refrain from taking any action which he is required to take under this Agreement.

c. Seller shall not, directly or indirectly, take any actions or obligate himself to take any actions that would make it impossible or impracticable with Seller's use of commercially reasonable efforts for any of Seller's representations or warranties herein to be true and correct in all material respects.

d. Seller shall deliver written notice to Buyer of any information or facts Seller may discover or which come to his attention which would, in his reasonable judgment, make any of Seller's or Buyer's representations and warranties contained in this Agreement incorrect or materially misleading.

4. Covenants of Buyer. Unless Seller otherwise agrees in writing, Buyer covenants and agrees as follows:

a. Buyer (i) shall execute and deliver (or cause to be executed and delivered) at the Closing each document that Buyer is required to execute and deliver (or cause to be executed and delivered) as a condition to the Closing; (ii) shall take all commercially reasonable steps necessary or appropriate and proceed diligently and in good faith to satisfy each condition to the obligations of Seller under this Agreement; and (iii) will not take or fail to take any action that could reasonably be expected to result in the non-fulfillment of any such condition.

b. Buyer shall not, directly or indirectly, obligate himself to (i) take any action that would constitute a breach of this Agreement or (ii) refrain from taking any action which she is required to take under this Agreement.

c. Buyer shall not, directly or indirectly, take any actions or obligate himself to take any actions that would make it impossible or impracticable with Buyer's use of commercially reasonable efforts for any of Buyer's representations or warranties herein to be true and correct in all material respects.

d. Buyer shall deliver written notice to Seller of any information or facts Buyer may discover or which come to his attention which would, in his reasonable judgment, make any of Buyer's or Seller's representations and warranties contained in this Agreement incorrect or materially misleading.

5. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

a. Ownership of Membership Interests. The Membership Interests are owned by Seller free and clear of liens and restrictions on Seller's power or authority to sell and transfer the Membership Interests to Buyer pursuant to this Agreement and Seller has good and marketable title to the Membership Interests.

b. Status, Power and Authority of Seller. Seller possesses all requisite power, capacity and authority to own the Membership Interests, to perform his obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

c. No Conflicts. The execution and delivery by Seller of this Agreement do not, and the performance by Seller of his obligations contemplated hereby will not, in any manner that would have a material adverse effect on the Membership Interests or the ability of Seller to consummate the transactions contemplated hereby:

i. conflict with or result in a violation or breach of any term or provision of any law or order applicable to Seller; or

ii. conflict with or result in a violation or breach of, constitute (with or without notice or lapse of time or both) a default under, require Seller to obtain any consent, approval or action of, make any filing with or give any notice to any person as a result or under the terms of, or result in the creation or imposition of any lien on the Membership Interests under, any contract, license or other instrument to which Seller is a party or by which Seller or the Membership Interests are bound.

d. Tax Liability. Seller has reviewed, or has been given the opportunity for review, with its own advisors, the federal, state, local and foreign tax consequences of this Agreement and the transactions contemplated hereunder. Seller has relied solely on such advisors and not on any statements or representations of Buyer, or any of its agents. Seller understands that Seller, and not Buyer, shall be responsible for Seller's own tax liability that may arise as a result of this Agreement and the transactions contemplated hereunder.

6. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

a. Status, Power and Authority of Buyer. Buyer possesses all requisite power, capacity and authority to purchase the Membership Interests, to perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This

Agreement has been duly and validly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

b. No Conflicts. The execution and delivery by Buyer of this Agreement do not, and the performance by Buyer of its obligations contemplated hereby will not, in any manner that would have a material adverse effect on the Membership Interests or the ability of Buyer to consummate the transactions contemplated hereby:

i. conflict with or result in a violation or breach of any of the terms, conditions or provisions of the articles of organization or other organizational documents of the Company; or

ii. conflict with or result in a violation or breach of any term or provision of any law or order applicable to Buyer.

c. Tax Liability. Buyer has reviewed, or has been given the opportunity for review, with its own advisors, the federal, state, local and foreign tax consequences of this Agreement and the transactions contemplated hereunder. Buyer has relied solely on such advisors and not on any statements or representations of Seller, or any of its agents. Buyer understands that Buyer, and not Seller, shall be responsible for Buyer's own tax liability that may arise as a result of this Agreement and the transactions contemplated hereunder.

7. Further Assurances. From time to time after the Closing, at any Parties' request and without further consideration, each Party shall execute and deliver to such other Party such other instruments of sale and transfer, provide such materials and information and take such other actions consistent with this Agreement as the requesting Party may reasonably deem necessary or appropriate in order to more effectively sell and transfer to Buyer, and to otherwise to cause the Parties to fulfill their obligations under this Agreement.

8. Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by facsimile transmission or mailed (first class postage prepaid) to the Parties at the following addresses or facsimile numbers:

If to Seller:

Anthony Vicidomine
12 Meadowview Court
Branchburg, NJ 08876
Facsimile: (702) _____

If to Buyer:

Beso, LLC
Attn: Manager
6255 Dean Martin Drive
Las Vegas, NV 89118
Facsimile: (702) _____

With a copy to:

Marquis & Aurbach
Attn: Sally L. Galati, Esq.
10001 Park Run Drive
Las Vegas, NV 89145
Facsimile: (702) 856-8937

All such notices, requests and other communications will (i) if delivered personally to the address specified in this Section 8, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number specified in this Section 8, be deemed given upon receipt, and (iii) if delivered by mail in the manner and to the address specified in this Section 8, be deemed given upon receipt (in each case regardless of whether such notice, request or other communication is received by any other person to whom a copy of such notice, request or other communication is to be delivered pursuant to this Section 8). Any Party from time to time may change its address, facsimile number or other information for the purpose of notices to that Party by giving notice specifying such change to the other Parties.

9. Entire Agreement. This Agreement supersedes all prior discussions and agreements between or among any Parties with respect to the subject matter hereof, and contains the sole and entire agreement among the Parties with respect to such subject matter.

10. Attorney Representation. In the negotiation, preparation and execution of this Agreement, each Party has been represented by, or has been afforded the opportunity to consult with an attorney of such Party's own choosing prior to the execution of this Agreement and has been advised that it is in such Party's best interest to do so. The Parties have read this Agreement in its entirety and fully understand its terms and provisions. The Parties have executed this Agreement freely, voluntarily and without any coercion whatsoever, they accept all terms, conditions and provisions hereof. The Parties acknowledge that the law firm of Marquis & Aurbach has represented Buyer and the Company in this transaction and has not represented Seller.

11. Waiver; Remedies. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

12. Indemnification.

a. Buyer shall indemnify, defend, save, and hold Seller and Seller's agents and the property of Seller free and harmless from any and all claims, losses, damages, injuries, liability, actions, suits, proceedings, costs, expenses, and reasonable attorneys' fees arising out of or in connection with (i) Buyer's breach of any of its representations, warranties or covenants set forth in this Agreement or (ii) the management or operation of the Company on and after the

Closing Date. Buyer agrees to provide for the defense of any claims asserted or actions or proceedings filed against any indemnified person, whether rightfully or wrongfully asserted or filed.

b. Seller shall indemnify, defend, save, and hold Buyer and Buyer's agents and the property of Buyer free and harmless from any and all claims, losses, damages, injuries, liability, actions, suits, proceedings, costs, expenses, and reasonable attorneys' fees arising out of or in connection with (i) Seller's breach of any of its representations, warranties or covenants set forth in this Agreement or (ii) any claims that relate directly or indirectly to any of the facts and circumstances surrounding the Seller's ownership and sale of the Membership Interests. Seller agrees to provide for the defense of any claims asserted or actions or proceedings filed against any indemnified person, whether rightfully or wrongfully asserted or filed.

13. Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each Party.

14. No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors or permitted assigns. The Parties do not intend to confer third-party beneficiary rights on any other person.

15. No Assignment. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any Party without the prior written consent of all the other Parties and any attempt to do so will be void.

16. Construction. In the event of any dispute regarding any provision of this Agreement, the terms of this Agreement shall be construed neutrally and shall not be construed against or in favor of either Party, notwithstanding the fact that one Party may have been responsible for drafting the initial form of this Agreement. The Parties acknowledge that they have each participated equally in the negotiation and drafting of this Agreement prior to execution. The headings of the sections and paragraphs of this Agreement are for convenience only and in no way define, limit or affect the scope and substance of any section or paragraph of this Agreement. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.

17. Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Nevada, applicable to a contract executed and performed exclusively in such state, without giving effect to the conflicts of laws principles thereof.

18. Jurisdiction; Venue. Subject to the provisions of Section 22 below, each Party irrevocably consents that any legal action or proceeding against it with respect to this Agreement, which is permitted hereunder, shall be brought exclusively in any state or federal court in Clark County, Nevada, and by the execution and delivery of this Agreement each Party hereby accepts with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

19. Severability. It is agreed and understood that should any of the provisions of this Agreement be determined by any court of competent jurisdiction to be invalid or void for any reason, that determination will not affect the other terms of this Agreement which are fully severable and will continue to be binding upon the Parties. If, for example, one word in a section herein would be invalid or void or would otherwise make a sentence or paragraph void, only that word or term shall be deemed stricken from the Agreement.

20. Counterparts and Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed with signatures transmitted by facsimile, and upon such transmission shall constitute a valid and binding agreement of the executing party. In such cases, the executing party shall deliver to the other party an "ink signed" original of this Agreement by Federal Express or other reputable overnight delivery service promptly thereafter.

21. Attorney Fees. If either Party brings any action to enforce their respective rights hereunder, the prevailing side shall be entitled to recover from the losing side all costs and expenses incurred in connection therewith, including, but not limited to, attorney fees, court costs and related expenses.

22. Arbitration. In the event of a dispute or disagreement, other than those requiring an immediate and equitable remedy, as to the interpretation of any provision of this Agreement or the performance of obligations hereunder, the matter, upon written request of either party, shall be referred to representatives of the parties for decision. The representatives shall promptly meet in a good faith effort to resolve the dispute. If the representatives do not agree upon a decision within thirty (30) calendar days after reference of the matter to them, any controversy, dispute or claim arising out of or relating in any way to this Agreement or the rights and obligations arising hereunder shall be settled exclusively by arbitration in the City of Las Vegas, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial arbitrator selected in accordance with such rules. The arbitration shall be governed by Nevada law and by the United States Arbitration Act, 9 U.S.C. § 1 et seq. The fees and expenses of JAMS and the arbitrator shall be shared equally by the parties and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party. No pre-arbitration discovery shall be permitted, except that the arbitrator shall have the power in his sole discretion, on application by any party, to order pre-arbitration examination solely of those witnesses and documents that any other party intends to introduce in its case-in-chief at the arbitration hearing. The parties shall instruct the arbitrator to render his award within thirty (30) days following the conclusion of the arbitration hearing. The arbitrator shall not be empowered to award to any party any damages of the type not permitted to be recovered under this Agreement in connection with any dispute between or among the parties arising out of or relating in any way to this Agreement or the transactions arising hereunder, and each party hereby irrevocably waives any right to recover such damages. Notwithstanding anything to the contrary provided in this section and without prejudice to the above procedures, any party may apply to any court of competent jurisdiction for temporary injunctive or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve

the status quo until such time as the arbitrator is selected and available to hear such party's request for temporary relief. The award rendered by the arbitrator shall be final and not subject to judicial review, and judgment thereon may be entered in any court of competent jurisdiction. The decision of the arbitrator shall be in writing and shall set forth findings of fact and conclusions of law.

23. Non-Disparagement. No Party shall make any public statement, comment or remark that disparages any other Party or the integrity or competence of any other Party, or any officer, director, or employee of such Party, that disparages any product or service of any Party, or that are reasonably likely to cause injury to the relationships between a Party and any existing or prospective distributor, client, lessor, lessee, contractual counterparty, vendor, supplier, customer, employee, consultant or other business associate of such Party.

24. Time is of the Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

By: _____
Anthony Vicidomine

BUYER:

BESO, LLC,
a Nevada limited liability company

By: Rok Management Group, LLC
Its: Manager

By: _____
Its: Manager

By: _____
Its: Manager

the status quo until such time as the arbitrator is selected and available to hear such party's request for temporary relief. The award rendered by the arbitrator shall be final and not subject to judicial review, and judgment thereon may be entered in any court of competent jurisdiction. The decision of the arbitrator shall be in writing and shall set forth findings of fact and conclusions of law.

23. Non-Disparagement. No Party shall make any public statement, comment or remark that disparages any other Party or the integrity or competence of any other Party, or any officer, director, or employee of such Party, that disparages any product or service of any Party, or that are reasonably likely to cause injury to the relationships between a Party and any existing or prospective distributor, client, lessor, lessee, contractual counterparty, vendor, supplier, customer, employee, consultant or other business associate of such Party.

24. Time is of the Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

By: _____
Anthony Vicidomine

BUYER:

BESO, LLC,
a Nevada limited liability company

By: Rok Management Group, LLC
Its: Manager

By: _____
Its: Manager

By: _____
Its: Manager

EXHIBIT "A"

FIRST PROMISSORY NOTE

[See Attached]

EXHIBIT B

SECOND PROMISSORY NOTE

[See Attached]

EXHIBIT 4

FIRST AMENDMENT
TO
OPERATING AGREEMENT
OF
BESO, L.L.C.

THIS FIRST AMENDMENT TO THE OPERATING AGREEMENT (the "Amendment") is made and shall become effective as of July 30, 2009, by, between and among BESO, L.L.C., a Nevada limited Liability Company (hereinafter referred to as (the "Company"), ROK Management Group, LLC (hereinafter referred to as (the "Manager"), and Anthony Vicidomine, Jonas Lowrance, Ronen and Mali Nachum, Eva Longoria Parker, and John Torregiani, Jr.(hereinafter referred to as ("Member(s)").

WITNESSETH:

WHEREAS, the Members entered into that certain Operating Agreement with an effective date of April 1, 2009 (the "Agreement"); and

WHEREAS, the Members entered into a Membership Interest Purchase Agreement (the "Purchase Agreement") dated July 30, 2009 and attached hereto, whereby the Company purchased 22% of Anthony Vicidomine's ("Vicidomine") 24% Membership Interest in the Company, and eliminated Vicidomine's obligations, responsibilities, and claims to the additional 3.5% membership interests related to the provision of the Letter of Credit, leaving Vicidomine with a 2% Membership Interest; and

WHEREAS, in connection with such Purchase Agreement, the Members wish to amend the Operating Agreement and Schedule "A" thereof to correctly reflect the membership structure of the Company; and

WHEREAS, the Members further desire to amend the Agreement to correct certain inconsistencies between Sections 4.01 and 19.01.

NOW, THEREFORE, in consideration of the parties continued and unanimous desire to continue the proposed business purposes of the Company, the receipt and sufficiency of which is hereby acknowledged, as well as in consideration of the mutual covenants and agreements contained herein, the parties, intending to be legally bound, hereby amend the Agreement as follows:

1. **Amendments.**

A. **Schedule "A" Revisions:** In accordance with the Purchase Agreement, the Ownership Percentage reflected on Schedule "A" of the Operating Agreement shall be revised as follows and Schedule "A" shall be amended accordingly:

Member	Ownership Percentage
Jonas Lowrance	24%
Anthony Vicidomine	2%
Ronen and Mali Nachum	3.5%
Eva Longoria Parker	9%
Ronen and Mali Nachum	21%
John Torregiani, Jr.	1%
Jonas Lowrance	3.5%
Additional Members (TBD)	36%
	100%

B. Article 19.10 shall be deleted in its entirety and following language shall be inserted in its place and shall read as follows:

> ***"Amendments:*** *Any provision of this Agreement may be amended by a majority vote of the membership interests. All amendments to this Agreement must be in writing and signed by Members holding a majority of the membership interests."*

2. **No Other Amendment**. Except as herein amended, the Agreement shall be reinstated and remain in full force and effect.

3. **Counterparts and Facsimiles**. This document may be executed in counterparts; facsimile copies shall have the same full force and effect as original copies.

IN WITNESS WHEREOF, the Company and Members have executed this Amendment as of the date first above written and by virtue of execution, the parties hereto approve and ratify all provisions of and all actions taken with respect to this Amendment and the attached Purchase Agreement.

COMPANY:

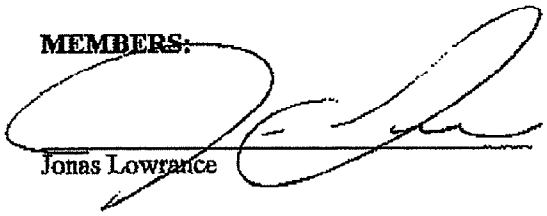
BESO, LLC,
A Nevada limited liability company

By: ROK Management Group, LLC,
A Nevada limited liability company
Its: Manager

By:
Its:

By:
Its:

MEMBERS:



Jonas Lowrance

Anthony Vicidomine

Ronen Nachum

Mali Nachum

Eva Longoria Parker

John Torregiani, Jr.

Amendment Effective Date: July 30, 2009.

MEMBERS:

Jonas Lowrance

Anthony Vicidomine

Ronen Nachum

Mali Nachum

Eva Longoria Parker

John Torregiani, Jr.

Amendment Effective Date: July 30, 2009.

MEMBERS:

Jonas Lowrance

Anthony Vicidomine

Ronen Nachum

Mali Nachum

Eva Longoria Parker

John Torregiani, Jr.

Amendment Effective Date: July 30, 2009.

MEMBERS:

Jonas Lowrance

Anthony Vicidomini

Ronen Nachum

Mali Nachum

Eva Longoria Parker

John Torregiani, Jr.

Amendment Effective Date: July 30, 2009.

MEMBERS:

Jonas Lowrance	Anthony Vicidomine
Ronen Nachum	Mali Nachum
Eva Longoria Parker	John Torregiani, Jr.

Amendment Effective Date: July 30, 2009.

AMENDED SCHEDULE "A"

Revised Membership Interests
To Reflect Changes Resulting
From
Purchase Agreement

Member	Ownership Percentage
Jonas Lowrance	24%
Anthony Vicidomine	2%
Ronen and Mali Nachum	3.5%
Eva Longoria Parker	9%
Ronen and Mali Nachum	21%
John Torregiani, Jr.	1%
Jonas Lowrance	3.5%
Additional Members (TBD)	36%

Amendment Effective Date: July 30, 2009.

EXHIBIT 5

SECOND AMENDMENT
TO
OPERATING AGREEMENT
OF
BESO, L.L.C.

THIS SECOND AMENDMENT TO THE OPERATING AGREEMENT (this "Amendment") is made and shall become effective as of 9/15/09, 2009, by, between and among BESO, L.L.C., a Nevada limited Liability Company (hereinafter referred to as (the "Company"), ROK Management Group, LLC (hereinafter referred to as (the "Manager"), and Jonas Lowrance, Ronen Nachum, Mali Nachum, Anthony Vicidomine, Eva Longoria Parker, and John Torregiani, Jr.(hereinafter referred to as ("Member(s)").

WITNESSETH:

WHEREAS, the Members entered into that certain Operating Agreement with an effective date of April 1, 2009, as amended by that certain First Amendment to Operating Agreement of Beso, LLC (collectively the "Agreement"); and

WHEREAS, pursuant to Section 3.03 of the Agreement, additional contributions in the form of additional investments and services rendered have been made other than on a pro rata basis, and respective percentage interests of the Members are to be adjusted to reflect the total respective contributions of the Members; and

WHEREAS, the Members and Company consent to the transfer of Ronen Nachum's share of the membership interests previously held by Ronen and Mali Nachum to Mali Nachum individually; and

WHEREAS, in connection with the acts listed above, the Members wish to amend the Operating Agreement and Schedule "A" thereof to correctly reflect the membership structure of the Company.

NOW, THEREFORE, in consideration of the parties' desire to continue the proposed business purposes of the Company, the receipt and sufficiency of which is hereby acknowledged, as well as in consideration of the mutual covenants and agreements contained herein, the parties, intending to be legally bound, hereby amend the Agreement as follows:

1. **Amendments**. In accordance with the associated acts of the Members and Company, the Ownership Percentage reflected on Schedule "A" of the Operating Agreement shall be revised as follows and Schedule "A" shall be amended accordingly:

Member	Ownership Percentage
Jonas Lowrance	39%
Mali Nachum	39%
Additional Members (TBD)	10%
Eva Longoria Parker	9%
Anthony Vicidomine	2%
John Torregiani, Jr.	1%
	100%

2. **No Other Amendment**. Except as herein amended, the Agreement shall be reinstated and remain in full force and effect.

3. **Counterparts and Facsimiles**. This document may be executed in counterparts; facsimile copies shall have the same full force and effect as original copies.

(signatures on following page)

IN WITNESS WHEREOF, the Company and Members have executed this Amendment as of the date first above written and by virtue of execution, the parties hereto approve and ratify all provisions of and all actions taken with respect to this Amendment.

COMPANY:

Beso, LLC,
a Nevada limited liability company

By: Rok Management Group, LLC,
a Nevada limited liability company
Its: Manager

By: _____
Jonas Lowrance
Its: Manager

By: _____
Mali Nachum
Its: Manager

MEMBERS:

_____
Jonas Lowrance

_____
Anthony Vicidomine

_____
Mali Nachum

_____
John Torregiani, Jr.

_____
Eva Longoria Parker

_____
Ronen Nachum

Amendment Effective Date: Aug 19 ***, 2009.***

AMENDED SCHEDULE "A"

Revised Membership Interests

Member	Ownership Percentage
Jonas Lowrance	39%
Mali Nachum	39%
Additional Members (TBD)	10%
Eva Longoria Parker	9%
Anthony Vicidomine	2%
John Torregiani. Jr.	1%

Amendment Effective Date: Aug 19 ***, 2009.***

EXHIBIT 6

THIRD AMENDMENT
TO
OPERATING AGREEMENT
OF
BESO LLC

THIS THIRD AMENDMENT TO THE OPERATING AGREEMENT (this "Amendment") is made and shall become effective as of Dec. 1st, 2009, by, between and among Beso LLC, a Nevada limited liability company (hereinafter referred to as the "Company"), ROK Management Group, LLC (hereinafter referred to as the "Manager"), and Jonas Lowrance, Mali Nachum, Anthony Vicidomine, Eva Longoria Parker, and John Torregiani, Jr. (hereinafter referred to as the "Members").

WITNESSETH:

WHEREAS, the Members entered into that certain Operating Agreement with an effective date of April 1, 2009, as amended by that certain First Amendment and that Second Amendment to the Operating Agreement of Beso LLC (collectively, the "Agreement"); and

WHEREAS, pursuant to Section 3.03 of the Agreement, additional contributions in the form of additional investments and services rendered have been made other than on a pro rata basis, and respective percentage interests of the Members are to be adjusted to reflect the total respective contributions of the Members; and

WHEREAS, the Members and Company continue to anticipate that ten percent (10%) of the membership interests held by the Members will be sold to future investors as opportunities become available to obtain such future investment in the Company; and

WHEREAS, in connection with the acts listed above, the Members wish to amend the Operating Agreement and Schedule "A" thereof to correctly reflect the membership structure of the Company.

NOW, THEREFORE, in consideration of the parties' desire to continue the proposed business purposes of the Company, the receipt and sufficiency of which is hereby acknowledged, as well as in consideration of the mutual covenants and agreements contained herein, the parties, intending to be legally bound, hereby amend the Agreement as follows:

1. **Amendments.** In accordance with the associated acts of the Members and Company, the Ownership Percentage reflected on Schedule "A" of the Operating Agreement shall be revised as follows and Schedule "A" shall be amended accordingly:

Member	Ownership Percentage
Jonas Lowrance	44%
Mali Nachum	44%
Eva Longoria Parker	9%
Anthony Vicidomine	2%
John Torregiani, Jr.	1%
	100%

2. **No Other Amendment.** Except as herein amended, the Agreement shall be reinstated and remain in full force and effect.

3. **Counterparts and Facsimiles.** This document may be executed in counterparts; facsimile copies shall have the same full force and effect as original copies.

(signatures on following page)

IN WITNESS WHEREOF, the Company and Members have executed this Amendment as of the date first above written and by virtue of execution, the parties hereto approve and ratify all provisions of and all actions taken with respect to this Amendment.

COMPANY:

Beso LLC, a Nevada limited liability company

By: ROK Management Group, LLC,
a Nevada limited liability company
Its: Manager

By: _____
Jonas Lowrance
Its: Manager

By: _____
Mali Nachum
Its: Manager

MEMBERS:

_____
Jonas Lowrance

_____
Anthony Vicidomine

_____
Mali Nachum

_____
John Torregiani, Jr.

_____
Eva Longoria Parker

Amendment Effective Date: Dec. 1st, 2009.

AMENDED SCHEDULE "A"

Revised Membership Interests

Member	Ownership Percentage
Jonas Lowrance	44%
Mali Nachum	44%
Eva Longoria Parker	9%
Anthony Vicidomine	2%
John Torregiani, Jr.	1%

Amendment Effective Date: Dec. 1st, 2009.

EXHIBIT 7

LOAN AGREEMENT

THIS MEMBER LOAN AGREEMENT (this "Agreement") dated this 26th day of October, 2009

BETWEEN:

Eva Longoria Parker,

in care of 17721 Rogers Ranch Parkway, Suite 225, San Antonio, Texas 78258

(the "Member")

OF THE FIRST PART

and

BESO, L.L.C., a Nevada limited liability company (the "Company")

OF THE SECOND PART

BACKGROUND:

A. The purpose of this agreement is for Member to loan Company funds for operating expenses of the Beso restaurant in City Place in Las Vegas, Nevada.

B. The Company is duly formed in the State of Nevada.

C. The Member currently holds a membership interest in the Company in the amount of nine percent (9%) and agrees to loan certain monies (the "Loan") to the Company.

IN **CONSIDERATION OF** the Member providing the Loan to the Company, and the Company repaying the Loan to the Member under the terms herein, both parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Loan Amount & Interest
1. Upon full execution of this Agreement, the Member promises to loan One Million Dollars ($1,000,000.00 USD), to the Company and the Company promises to repay this principal amount to the Member, at Member's above-referenced address, or at such address as may be provided by Member in writing, with interest payable on the unpaid principal at the rate of eight percent (8%) per annum, calculated yearly not in advance (the "Interest").

Repayment Term
2. This Loan plus interest will be repaid by the Company within two (2) years from the date the Loan is made by Member to the Company (the "Term").

Default
3. Notwithstanding anything to the contrary in this Agreement, if the Company defaults in the performance of any obligation under this Agreement, then the Member may declare the Loan and Interest owing under this Agreement at that time to be immediately due and payable.

4. For the first three months of the Loan, the other members of the Company by signature hereon shall personally guaranty and shall be personally responsible in the event the Loan and Interest is not repaid by Company within the Term stated for full payment of loan balance plus continued accrued monthly interest.

Additional Clauses

5. Interest will be paid by the Company to Member from revenues as an operating expense of the Company. The Loan will be repaid after the $500,000 and $250,000 promissory notes to member Anthony Vicidomine are paid, pursuant to their terms (the "Promissory Notes"), but will take precedence over any other member distribution or member loan repayment that the Company has or will have until the Loan and accrued Interest is repaid in full to Member. Consistent with the above, first payments distributed from the Company shall be made to Member and any and all payments distributed from Company from and any and all sources goes immediately to pay back Member within 30 days of revenues received. Additionally, Member will be assigned as "First Payee" to be paid full principle amount before any other investors/ members receive payments, including any premiums and additional interest incurred by payback extensions, excepting the repayment obligation evidenced by the Promissory Notes specified above.

6. In further consideration of the Loan, Member will be granted, two (2) months after the opening date of the restaurant, an additional twenty-three and 33/100 percent (23.33%) membership interest in the Company, and thus, Member would then hold a thirty-two and 33/100 percent (32.33%) membership interest. Member shall have the right of inspection of the Company's books and records, and Member shall have the option to determine the accounting structure to be used if Member is not receiving timely financial information. The membership interests for Member, Jonas Lawrence and Mali Nachum shall be equal and on a favored nations basis. If the Company determines, in the future, that it is in the best interest of the Company to raise additional capital or investment, such additional capital or investment shall be raised pursuant to the terms and conditions contained within the Company's Operating Agreement.

Indemnification

7. The Company shall defend, indemnify and hold Member harmless against any and all claims, liabilities, losses, judgments, damages, costs and expenses ("Damages") arising out of any third party claim or legal action in respect of the Loan made by Member.

Security

8. The Company grants to the Member a security interest in the assets of the Company until this Loan is paid in full. The Member will be listed as a lender on the assets of the Company whether or not the Member elects to perfect the security interest.

Governing Law

9. This Agreement will be construed in accordance with and governed by the laws of the State of California.

Costs

10. All costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Company, will be added to the principal then outstanding and will immediately be paid by the Company to Member.

Assignment

11. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Company. The Company waives presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

12. This Agreement may only be amended or modified by a written instrument executed by both the Company and the Member.

Severability

13. The clauses and paragraphs contained in this Agreement are intended to be read and construed

independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

General Provisions
14. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Entire Agreement
15. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. Company agrees to provide any and all further instruments in the future to reflect the foregoing, including, without limitation, an amendment to the BESO, LLC agreement. Unless and until the preceding is made, if any, the terms set forth above shall be the complete and full understanding of the parties herein.

IN **WITNESS WHEREOF**, the parties have duly affixed their signatures under hand and seal on this 26th day of October, 2009.

BESO, LLC, a Nevada limited liability company

By: ROK MANAGEMENT GROUP, LLC, a Nevada limited liability company

By:_____
Jonas Lowrence
Its: Manager

By:_____
Mali Nachum
Its: Manager

_____
Mali Nachum, member

_____
Jonas Lawrence, member

"MEMBER"

_____
Eva Longoria Parker

EXHIBIT 8

Mali Nachum

From: Gionet, Diana [DGIONET@citycenter.com]
Sent: Friday, December 04, 2009 10:44 AM
To: Ronen Nahum
Cc: Matraki, Farid
Subject: Beso Party

Dear Ronen and all Team Members of Beso!

Many thanks for hosting our opening party at your beautiful new "Beso". Eva was a great hit! Please extend my thanks to her for her warmth and caring! It was truly a wonderful evening, and we all needed to relax after the last 3 months! The food was delicious, drinks great, and the ambience was wonderful! I know how very hard you and your entire team have worked - it will all pay off now!
All the best to you! Knock 'em dead!

Warm wishes for success at Beso, Las Vegas!

Love,
Diana

Diana Gionet
Director of Design & Construction
Retail/Food & Beverage
4882 Frank Sinatra Drive
Las Vegas, NV 89109
1.702.590.5460 - Directline
dgionet@mgmmirage.com

Mali Nachum

From: Kevin Songer [kevin_songer@gensler.com]
Sent: Friday, December 04, 2009 10:33 AM
To: ronen@besovegas.com; lmmr@adelphia.net; 'jonas@rokmanagementgroup.com'
Cc: dgionet@mgmmirage.com; Matraki, Farid
Subject: Crystals - Beso Opening!

Ronen, Mali, & Jonas,
Congratulations on your opening! You guys were a huge success! The place looked unbelievable and it was so great seeing all those people in the space that you built.

I wish for you boo coos of profits and continued success in you new venture.

Thank you,

Kevin Songer, LEED AP | AAIA
Associate
702.590.5722 Direct
702.669.4579 Fax
404.234.3948 Mobile

Gensler *of Nevada*
MGM MIRAGE CityCenter Office
4882 Frank Sinatra Drive
Las Vegas, NV 89109
USA

Mali Nachum

From: Seaman, Nicole [NSeaman@citycenter.com]
Sent: Friday, December 04, 2009 11:28 AM
To: lmmr@adelphia.net
Subject: Congratulations!

Ronen-

I would like to congratulate you on the successful opening of Beso. All of your hard work and efforts made Eva's restaurant what it is now.

Best of luck in Crystals.

Thanks,

Nicole Seaman
Assistant to Diana Gionet

CityCenter- Crystals
Ph - 702-590-5826
Cell- 702-348-6497

EXHIBIT 9

Reeve, Brian

Subject: FW:

Importance: High

-----Original Message-----
From: nachummali@gmail.com [mailto:nachummali@gmail.com]
Sent: Monday, April 12, 2010 10:23 AM
To: Ronen Nahum
Subject: Fw:

Sent via BlackBerry from T-Mobile

-----Original Message-----
From: rokbarmiami@aol.com
Date: Mon, 12 Apr 2010 17:20:40
To: Mali email<nachummali@gmail.com>
Mali, In response to the back and forth emails of the other night, I want you to know that if I offended you in any way,
I apologize. The lack of my introduction of the airport table to you and Ronen was because It did not appear to me to be all that important; we had already lost the airport deal to Mark Levy days before, as I had told Ronen. I got call from L.A.
telling me to give extra attention to this party because they can buy wine so I in turn advised Matt to greet the table. Regardless, I will make a stronger effort to address both yourself and Ronen with politeness and civility.
I acknowledge the fact that you work tirelessly on behalf of Beso/Eve and make a sacrifice that impacts your
children. Please trust my loyalty and commitment is equal when it comes to our venture. We all have a lot at stake and get upset
when that is challenged.
I do want to address the allegations about Anthony and how I was devious in some
way. And that I ruined your friendship with Anthony. Ronen and myself did whatever we had to do to save the project from early on when we discovered the absence of funding. We were not supposed to put any money into this project. As you know, there were times it seemed that we were out of "last resorts" but by with the ingenuity of all of
us Beso/Eve came to fruition. I by no means want to diminish the efforts you extend on behalf of the business but as I have said before
it sometimes can be disheartening and frustrating when there are differences of opinions and I find myself in a setting titled
" A Husband, A Wife and Their Partner", a setting which sometimes makes for an unusual playing field regarding decisions.
I have not been involved in any firing within our staff and I do have strong feelings on
the staff; it would be in our best interest to discuss those feelings and the possible procedures and policy to install.
At the end of day we are all equally invested financially and you and Ronen are tireless workers as my partners, hopefully,
there was some value to all the venting that took place and will result in finding more respect for one another when frustrations lead us to this kind of behaviour.
Jonas

Sent via BlackBerry by AT&T

EXHIBIT 10

HELP

evaparker@evalongoria.com

Date: April 22, 2010 10:07:12 AM
Subject: Fwd: HELP

Eva,
This letter was not written to make anyone upset, but to be informative in what needs to change in order for Beso and Eve the Nightclub to be successful. We all get along, there is minimum drama between servers, cooks, porters, bartenders, cocktail waitresses, hosts, and management. This letter was written in collaboration with management and staff. The only problem Beso and Eve the Nightclub, which is a big problem, is the owners Ronen and Mali. None of us have ever worked in a restaurant/ nightclub where the owners walk around being completely disrespectful to their staff for no reason. Ronen has repeatedly been seen by guests yelling at employees. A lot of our customers ask who Ronen is by saying "who is that guy that just yelled at that employee". Customers don't come here to see Ronen, Mali, or Jonas, they come here to see Eva Longoria's restaurant and nightclub. We all work hard for the restaurant and club in hopes the customers have a good experience and return. All of us know how to do our job and Ronen and Mali make it very hard. We were all hired because we all had the experience needed to do our job correctly. I am just going to list off the complaints that as a team we have. We believe that the Beso and Eve the Nightclub is not going to succeed in the Las Vegas industry unless these things are fixed.
1.) Ronen publicly lashing out on employees in front of guests. Ronen yelled in the middle of a full resturant at management and staff when a table broke
3.) Mali wanting to sit and talk with EVERY celebrity that comes in for a guest appearance. Most of these celebrities in fact complain about her. They don't know her, they don't want to hang out with her. And her using Eva's name like they are best friends
4.) Ronen yelling at bar backs for spilling Sangria mix in front of a bar full of customers
5.) Ronen fired the wine sommelier in the middle of service, with customers watching
6.) Ronen asking every 10 mins "how much has he spent, make him spend more".
7.) Ronen constantly criticizes the Manager's abilities and makes false accusations about them which can damage our names in the industry.
8.) Ronen yelling at the door hosts for customers to see. He actually fired one in front of the entire staff.
9.) Ronen constantly accusing everyone of stealing
10.) Since Stevie D left Mali has been booking ghetto events scaring off the high end customers in the nightclub and giving the club a bad name.
11.) Ronen taking all the cash home with him every night and not bringing enough back to fill the registers to start service.
12.) Ronen going from cash register to cash register with his green bag collecting all the cash. We all know where that goes and then he accuses us of stealing, Ha. If I were you I would definitely check all your cash sales.
13.) Ronen going through the restaurant and nightclub like a tyrant firing staff at will without cause which will bring lawsuits for wrongful termination. He fired 5 people in the last 2 weeks. We have heard that Ronen is not legally on the license and by continuing to act this way will bring serious legal issues to the business. Vegas is very strict about that kind of stuff, look what happened to Prive.

The only thing keeping this business is it's staff. We have all worked hard at establishing a client base for Beso and Eve but if Ronen continues to talk to people the way he does and try and run the restaurant and club when he has no experience, we are all going to quit. Not only are we going to all quit, we are all going to quit at once. So if you guys can manage running your place with no staff then go ahead. The easy way to resolve this problem is for Ronen and Mali not to be in the night club or restaurant trying to micro manage everyone. Jonas seems overwhelmed by the aggressiveness of Ronen and Mali. We have a management team who with their experience the owners should be confident in allowing them to do their job. I believe that you, Eva Longoria, as an owner should be informed on what is going on at her restaurant/ nightclub. Her partners Ronen and Mali are rapidly destroying Beso and Eve the Nightclub name in Las Vegas. Las Vegas is a city where the restaurant and nightclub industry is what keeps this city alive and if you make 30 people upset (your customers or your staff), those 30 people tell 30 more people and then you have the whole town talking bad about the establishment. We are all hoping that this letter will contribute to some changes being made.
We beg you to help us and yourself to make Beso and Eve what we know it can be.
Thank you.
The Staff at Beso and Eve the Nightclub

EXHIBIT 11

FILED

MAR 5 2 51 PM '10

Case No. 10PO-0636
Dept. No. 3

IN THE JUSTICE COURT OF LAS VEGAS TOWNSHIP
COUNTY OF CLARK, STATE OF NEVADA

JONAS LOWRANCE
Applicant(s),

vs.

RONEN NACHUM aka RONEN NAHUM
Adverse Party(s).

APPLICATION FOR ORDER FOR PROTECTION AGAINST STALKING, AGGRAVATED STALKING, OR HARASSMENT (NRS 200.591)

STALKING - A person commits the crime of stalking when, without lawful authority, that person willfully or maliciously engages in a course of conduct that would cause a reasonable person to feel terrorized, frightened, intimidated or harassed, and that actually causes the victim to feel terrorized, frightened, intimidated or harassed. (NRS 200.575 (1))

AGGRAVATED STALKING - A person commits the crime of aggravated stalking when that person commits the crime of stalking and, in conjunction therewith, threatens the person with the intent to cause him to be placed in reasonable fear of death or substantial bodily harm. (NRS 200.575 (2))

HARASSMENT - A person commits the crime of harassment when (a) that person, without lawful authority, knowingly threatens: (1) to cause bodily injury in the future to the person threatened or to any other person; (2) to cause physical damage to the property of another person; (3) to subject the person threatened or any other person to physical confinement or restraint; or (4) to do any act which is intended to substantially harm the person threatened or any other person with respect to his physical or mental health or safety; and (b) the person by words or conduct places the person receiving the threat in reasonable fear that the threat will be carried out. (NRS 200.571)

PLEASE TYPE OR PRINT CLEARLY.

COMPLETE THE APPLICATION TO THE BEST OF YOUR KNOWLEDGE.

I am applying for protection (check all that apply):

☑ For Myself ☐ On behalf of another person(s)

10PO – 0636
SHA
Application for Order for Protection Agains
781190

Applicant states the following facts under penalty of perjury:

I reasonably believe that the Adverse Party has committed and/or is committing the crime of stalking, aggravated stalking or harassment as defined above. The acts occurred as follows:

(NOTE: BE SPECIFIC AS TO WHO COMMITTED WHAT ACT OR ACTS, AGAINST WHOM, WHEN, WHERE, WHETHER COMMITTED OR THREATENED; INDICATE APPROXIMATE DATE(S) AND LOCATION(S).)

THIS FORM IS A PUBLIC RECORD

PLEASE SEE ATTACHED AFFIDAVIT OF APPLICANT JONAS LOWRANCE.

NOTE: PLEASE DO NOT WRITE ON THE BACKS OF ANY PAGES; CHECK BOX IF YOU ARE USING ADDITIONAL PAGES.

☑ ***Check if you use a continuation page (to be incorporated by reference)***

This matter does not have to be reported to law enforcement; however, has a report ever been filed? ☐ Yes ☑ No

AFFIDAVIT OF JONAS LOWRANCE

STATE OF NEVADA)
: ss
COUNTY OF CLARK)

JONAS LOWRANCE being first duly sworn, deposes and says:

1. My name is Jonas Lowrance and I am both the Affiant and Applicant that seeks this Protective Order against Ronen Nachum aka Ronen Nahum.

2. By way of background, I am a member of Beso, LLC. The ownership of Beso, LLC consists primarily of three principal members: myself, Eva Longoria Parker and Mali Nachum. Beso, LLC is a Nevada limited liability company which owns and operates Beso Restaurant and Eve Nightclub located at City Center. Because neither Ms. Eva Longoria Parker nor Ms. Mali Nachum have any operational experience involving restaurants and/or nightclubs, I am, for all practical purposes, the member in charge of restaurant and nightclub operations.

My experience in restaurant and nightclub operations is based on ten (10) years in the industry during which I have been an owner/operator or active participant in the operation of the following venues: Beso Hollywood; ROK Bar, Miami; MODA Nightclub, Chicago, Illinois; and Zentra Nightclub, Chicago, Illinois. Prior to my operation of the nightclubs and restaurants, I was a licensed member of the Chicago Mercantile Exchange for a period of eleven (11) years.

Over the past several months, the husband of Ms. Mali Nachum, Mr. Ronen Nachum, has engaged in chronic and persistent efforts to usurp operational functions in the restaurant and nightclub. Ronen Nachum has told all of our management personnel and members of our service staff that he is the principal owner of the venues. He is not. Indeed, Ronen Nachum has no ownership interest whatsoever in either of the venues nor in Beso, LLC. Ronen Nachum has also told members of management and members of our service staff that he is likewise the person in

charge of all operational functions. This, too, is completely false. Ronen Nachum has absolutely no authority over any operational functions at the venues. The only connection Ronen Nachum has with the operation of the venues is that he happens to be married to Mali Nachum, who is an investor. Moreover, Ronen Nachum has never applied for or ever received a liquor license for either the restaurant or nightclub venues.

3. By virtue of her relationship as wife of Ronen Nachum, Mali has not only permitted but, indeed, encouraged her husband to usurp operational responsibilities over the venues. In doing so, Ronen Nachum has both physically and verbally assaulted, threatened and intimidated patrons. On one of these occasions, he actually punched a female patron in the face. On yet another occasion, he assaulted a food server after the server mistakenly gave a check to a customer who had been comped. In addition, Ronen Nachum frequently screams at the top of his lungs to members of Beso's management and staff and threatens to destroy the restaurant and terminate their employment.

4. I, myself, have been a frequent target of Ronen's many acts of intimidation. I am repeatedly put in fear of the immediate threat of harm to my person and property interest at Beso. Ronen Nachum's continuing presence at the restaurant, nightclub and executive offices of Beso, LLC places both my physical and mental safety at grave risk. Moreover, given Ronen Nachum's history of physical violence, I fear for the safety of our patrons, employees as well as the security of our premises.

5. I have personally shared this information with the other principal owner, Eva Longoria Parker. Together we are the controlling members of Beso, LLC. Ms. Eva Longoria Parker and her personal representatives have been fully informed of the above, express similar grave concerns and have fully endorsed my application for protective order in this matter.

Therefore, I most respectfully request that a Protective Order issue prohibiting Ronen Nachum from being present at Beso Restaurant or Eve Nightclub located at 3720 Las Vegas Boulevard South, #260, Las Vegas, Nevada in City Center as well as the executive offices of Beso, LLC located at 6225 Dean Martin Drive, Las Vegas, Nevada. I also request that an Order issue prohibiting Ronen Nachum from approaching me or being within 500 yards of my personal presence or that of my residence located at Palms Place, 4381 West Flamingo Road, Las Vegas, Nevada.

DATED this 4 day of May, 2010.

JONAS LOWRANCE

SUBSCRIBED and SWORN to before me this 4th day of May, 2010.

NOTARY PUBLIC, in and for said County and State (Seal).

MARY J. PIZZARIELLO
Notary Public State of Nevada
No. 99-4383-1
My appt. exp. June 23, 2011

If yes, approximate date(s):

Not applicable

Name of law enforcement agency:

Not applicable

Case/Event number if known:

Not applicable

(NOTE: IT IS NOT NECESSARY TO FILE A LAW ENFORCEMENT REPORT, BUT IF YOU HAVE ONE AVAILABLE, PLEASE ATTACH A COPY OR BRING IT TO THE COURT HEARING.)

For purposes of this form, a "TPO Action" is defined to include the following **Justice Court** actions:

(1) An Order for Protection Against Stalking and Harassment (NRS 200.591);
(2) An Order for Protection of Children (NRS 33.400);
(3) An Order for Protection Against Harassment in the Workplace (NRS 33.270). A "TPO Action" is also defined to include the following **Family/District, Justice Court** action:
(a) An Order for Protection Against Domestic Violence (NRS 33.020)

Please Check the Appropriate Box Below:

☑ In the last 2 years, Applicant or any party seeking protection has not filed a TPO action against the Adverse Party anywhere in the State of Nevada, and the Adverse Party has not filed a TPO action against Applicant or any party seeking protection anywhere in the State of Nevada.

☐ In the last 2 years, the following TPO action(s) in the State of Nevada have been filed involving Applicant, Adverse Party, and/or any party seeking protection:

Case # (if known)	Court (Justice/Family)	Place of Filing	Approx. Date Filed	Outcome (TPO granted, denied, rescinded, etc.)

Applicant must be at least 18 years of age. If not 18 years of age, consult with the Clerk.

1. a) Applicant's Name — Age

LOWRANCE (Last) JONAS (First) (Middle) — 41

b) Applicant's relationship to Adverse Party: None

c) Provide names below of those for whom you are seeking protection, including yourself, minors or household members that need this protection. Indicate the relationships of all persons listed to yourself and to the Adverse Party (e.g., spouse, intimate partner, friend, roommate, neighbor, relative, acquaintance, co-worker, stranger):

NAME	AGE	RELATIONSHIP TO APPLICANT	RELATIONSHIP TO ADVERSE PARTY
		Self (if applicable)	
Jonas Lowrance	41	Self	see Affidavit and
			Sec. b above

Explain why protection is needed for the individuals listed above:

See Affidavit attached hereto

(NOTE: YOUR APPLICATION WILL NOT BE DENIED BASED UPON A PARTICULAR RELATIONSHIP. HOWEVER, DEPENDING UPON YOUR RELATIONSHIP, YOU MAY ALSO BE ELIGIBLE TO APPLY FOR AN ORDER OF PROTECTION AGAINST DOMESTIC VIOLENCE PURSUANT TO NRS CHAPTER 33.)

2. Has the Adverse Party ever lived with any Party listed above? ☐ Yes ☑ No

If so, for how long? _____

3. Is anyone listed above living with the Adverse Party now? ☐ Yes ☑ No

If so, who? _____

4. Date of separation (if applicable): _____

5. Are there children involved? ☐ Yes ☑ No If so, how are they involved?

_____

_____

6. Has the Adverse Party ever been involved in any other relevant Court actions (e.g., eviction, divorce, custody, criminal, etc.)?

☐ Yes ☐ No If yes, please explain: Unknown. The applicant is informed that Ronen Nachum aka Ronen Nahum is an Israeli citizen and thus I have no access to his past in Israel. I do, however, believe he has been sued or has incurred tax liens in Los Angeles, California.

_____

7. Residence(s) where protection is needed:

☐ CONFIDENTIAL ***(If confidential, check and move to the next question)*** or,

☑ If not confidential, list address, city, state and zip code:
Palms Place, 4381 West Flamingo Road, Las Vegas, Nevada 89103

_____

8. Place(s) of employment where protection is needed:

☐ CONFIDENTIAL ***(If confidential, check and move to the next question)*** or,

☑ If not confidential, list name, address, city, state and zip code:
Beso Restaurant and Eve Nightclub-City Center, 3720 Las Vegas Blvd. So. #260 Las Vegas NV 89109; Beso, LLC-6225 Dean Martin Dr. L.V. NV 89118

9. Location of school(s) where protection is needed:

☐ CONFIDENTIAL ***(If confidential, check and move to the next question)*** or,

☐ If not confidential, list name, address, city, state and zip code:

_____

_____

10. Other specific locations frequented where protection is needed (i.e., sports, extra-curricular activities, church, employment, after-school activities, etc.):

☐ CONFIDENTIAL *(If confidential, check and move to the next question)* or,

☑ If not confidential, list name, address, city, state and zip code:
I request that Ronen Nachum aka Ronen Nahum be prohibited from coming within 500 yards of my person

11. If there are persons other than those listed on page 4 that the Adverse Party should be directed not to contact, please name the individuals and explain why these precautions are needed: None

12. If there are any other safety concerns that the Court should know (e.g., firearms, etc.), please briefly explain:
None

RELIEF REQUESTED

THEREFORE, I REQUEST that a Temporary Order be issued against the Adverse Party requiring the Adverse Party to refrain from contacting, intimidating, threatening or otherwise interfering with me and/or other persons identified in this application, either directly or through an agent.

I FURTHER REQUEST that the Court require the Adverse Party to stay away from the places listed above.

I FURTHER REQUEST the following other conditions:

That Ronan Nachum be prohibited from coming within 500 yards of my person.

I ACKNOWLEDGE that if I wish to apply for an Extended Order of Protection, I must wait until 3 weeks after the date the Temporary Order is served before a Motion to Extend can be filed with the Court.

I ACKNOWLEDGE that an Extended Order may only be granted after notice of the petition for the Order and of the Hearing thereon is served upon the Adverse Party pursuant to the Rules of Civil Procedure, and a hearing is held on the petition.

DECLARATION
(NRS 53.045)

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF NEVADA THAT: (1) I AM THE APPLICANT HEREIN, (2) I HAVE READ THE STATEMENTS CONTAINED HEREIN OR HAVE HAD THEM READ TO ME, (3) I BELIEVE THESE STATEMENTS TO BE TRUE, AND (4) THE REQUESTED ORDER IS NEEDED.

Dated: 05/03/2010

APPLICANT'S SIGNATURE

JONAS LOWRANCE

PRINT NAME

EXHIBIT 12

NRS 207.200 TRESPASS NOTICE

"Pursuant to the authority of Nevada Revised Statute 207.200, each of you is hereby notified that your physical presence will not be permitted on the premises of Beso Restaurant and/or Eve Nightclub located at City Center, 3720 Las Vegas Boulevard South, Suite 260, Las Vegas, Nevada. You are further notified that your presence will not be permitted on the premises of Beso, LLC executive offices located at 6225 Dean Martin Drive, Las Vegas, Nevada.

Should either of you violate this prohibition, officers of the Las Vegas Metropolitan Police Department will be summoned and you will be taken into custody on the charges of ***criminal trespass*** in accordance with the Nevada Supreme Court's opinion in *Scott v. Justice Court.*"