

1 ALBERT D. MASSI, LTD  
 2 ALBERT D. MASSI, ESQ.  
 3 Nevada State Bar No. 329  
 4 3202 West Charleston Boulevard  
 5 Las Vegas, Nevada 89102  
 6 (702) 878-8778

7 Attorneys for Defendants/Counter-Claimants/Cross-  
 8 Claimants/Third-Party Plaintiffs, BENESSERE, LLC;  
 9 CIPRIANI, LLC; GILA BEND 384, LLC;  
 10 BUCKEYE 80 WEST THREE, LLC; and BUCKEYE  
 11 CANAMEX 77 ONE, LLC

12 **UNITED STATES DISTRICT COURT**  
 13 **DISTRICT OF NEVADA**

14 KABINS FAMILY LIMITED PARTNERSHIP, )  
 15 a Nevada limited-liability company, *et al.*, )

16 Plaintiffs, )

17 vs. )

18 CHAIN CONSORTIUM, a Nevada general )  
 19 partnership, *et al.*, )

20 Defendants. )

Case No.: 2:09-CV-1125-GMN-RJJ

**STIPULATION AND ORDER FOR  
DISMISSAL WITH PREJUDICE**

21 **IT IS HEREBY STIPULATED** by and between all of the parties to these Actions,

22 including:

- 23 A. Plaintiffs/Counter-Defendants: KABINS FAMILY LIMITED PARTNERSHIP;  
 24 LORI C. KABINS, AS TRUSTEE FOR LORI C. KABINS SEPARATE  
 25 PROPERTY TRUST; and Third-Party Defendant, MARK B. KABINS;
- 26 B. Defendants/Counter-Claimants/Cross-Claimants/Third-Party Plaintiffs:  
 27 BENESSERE, LLC; CIPRIANI, LLC; GILA BEND 384, LLC; BUCKEYE 80  
 28 WEST THREE, LLC; and BUCKEYE CANAMEX 77 ONE, LLC
- 29 C. Defendants/Cross-Defendants: GABRIEL MARTINEZ, ESQ.; 99<sup>th</sup> & INDIAN  
 30 SCHOOL, LLC; 99<sup>th</sup> & INDIAN SCHOOL MANAGEMENT, LLC; CAPRI I,  
 31 LLC; CAPRI II, LLC; and PHOENIX 83<sup>rd</sup>, LLC;

ALBERT D. MASSI, LTD.  
 3202 WEST CHARLESTON BOULEVARD  
 LAS VEGAS, NEVADA 89102  
 (702) 878-8778

- 1 D. Third-Party Defendants: JAMES D. MAIN; and MAIN AMUNDSON &  
2 ASSOCIATES, LLC;
- 3 E. Defendants/Cross-Defendants/Cross-Claimants/Counter-Claimants: BENESSERE  
4 MANAGEMENT, LLC; CIPRIANI MANAGEMENT, LLC; GE III, LLC; and  
5 EDWARD GUTZMAN III;
- 6 F. Defendants/Cross-Defendants: TODD W. BERGMAN and T.W.B.  
7 ENTERPRISES, INC.;
- 8 G. Defendants/Cross-Defendants: JEFFREY CHAIN; LINDA CHAIN; and JEFF AND  
9 LINDA CHAIN AS TRUSTEES FOR THE JEFF & LINDA CHAIN FAMILY  
10 TRUST; MILLENNIUM CONSTRUCTION, INC.; MILLENNIUM  
11 COMMERCIAL PROPERTIES, LLC; MILLENNIUM PROPERTIES &  
12 DEVELOPMENT, INC; MODERN MANAGEMENT, INC; 3900, LLC;  
13 COTTONWOOD RETAIL, LLC; INNOVATIVE ASSETS, LLC; MICHAEL'S  
14 PLAZA, LLC; RCRE, LLC
- 15 H. Defendant/Cross-Defendant: J. MATTHEW KAMMEYER; and
- 16 I. Defendant/Cross-Defendants: ALLYN F. POVILATIS; KAN INVESTMENTS,  
17 LLC

18 by and through their respective counsels of record (or as individuals by and through all parties'  
19 Global Release and Settlement Agreement, which is attached hereto and marked as **Exhibit "1"**  
20 and fully incorporated herein by this reference), with permission of this Court, that these entire  
21 Actions, including all Complaint(s), Counter-Claim(s), Cross-Claim(s) and Third-Party  
22 Complaint(s), be dismissed **with prejudice**, each party to bear their own attorney's fees and costs.

23 \\\

24 \\\

25 \\\

26 \\\

27 \\\

28 \\\

1           **IT IS FURTHER HEREBY STIPULATED** by and between all of the parties to these  
2 Actions, by and through their respective counsels of record (or as individuals by and through all  
3 parties' Global Release and Settlement Agreement), with permission of this Court, that this  
4 Dismissal dismisses **with prejudice**, with each party to bear their own attorney's fees and costs,  
5 each and every Plaintiff and Defendant; each and every Counter-Claimant and Counter-Defendant;  
6 each and every Cross-Claimant and Cross-Defendant; and each and every Third-Party Plaintiff and  
7 Third-Party Defendant.

8           **IT IS FURTHER HEREBY STIPULATED** by and between all of the parties to these  
9 Actions, by and through their respective counsels of record (or as individuals by and through all  
10 parties' Global Release and Settlement Agreement), with permission of this Court, that any and all  
11 entry(ies) of default and/or default judgments (including, but not limited to, the Default Judgment  
12 entered in this Action on or about June 22, 2001 against Millennium Construction, Inc.; *See*  
13 Docket No. 370) be vacated and set aside and thereupon dismissed **with prejudice**, each party to  
14 bear their own attorney's fees and costs.

15           **IT IS FURTHER HEREBY STIPULATED** by and between all of the parties to these  
16 Actions, by and through their respective counsels of record (or as individuals by and through all  
17 parties' Global Release and Settlement Agreement), with permission of this Court, that any and all  
18 pending motion(s), application(s) for attorney's fees, objections to Orders of the Magistrate  
19 Judge(s), as well as any and all proposed claims (either known or unknown), including, but not  
20 limited to those contained (either directly and/or indirectly) in: (1) the Motion for Leave to File  
21 First Amended Complaint and/or Proposed First Amended Complaint [*See* Docket No. 383]  
22 (including, but not limited to, any and all claims against Gabriel Martinez, Esq. and Albert D.  
23 Massi, Esq., either individually and/or in any representative capacity, and any and all individuals,  
24 partnerships and/or entities); and (2) Objection to the Court's Order denying Motion for Leave to  
25 File First Amended Complaint [*See* Docket No. 514] are hereby dismissed **with prejudice**, each  
26 party to bear their own attorney's fees and costs.

27 \\\

28 \\\







**EXHIBIT “1”**

## GLOBAL RELEASE AND SETTLEMENT AGREEMENT

**WHEREAS** the “Settling Parties” (or “Parties”) to this Agreement include, but are not limited to:

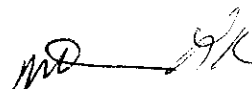
1. Kabins Family Limited Partnership, a Nevada Limited Partnership; Lori C. Kabins, as Trustee for Lori C. Kabins Separate Property Trust, a Nevada Trust (hereinafter “**Kabins Entities**”); Mark B. Kabins, M.D. (hereinafter “**Dr. Kabins**”); Lori C. Kabins (“hereinafter “**Lori**”); and The Kabins Family, LLC (hereinafter “**Family LLC**”)(hereinafter all collectively referred to herein as “**Kabins Parties**”); and

2. Benessere, LLC, A Nevada Limited Liability Company; Cipriani, LLC, a Nevada Limited Liability Company; Gila Bend 384, LLC, a Nevada Limited Liability Company; Buckeye 80 West Three, LLC, a Nevada Limited Liability Company; Buckeye Canamex 77 One, LLC, a Nevada Limited Liability Company, including any and all entity(ies) that were consolidated, merged and/or rolled-up into Benessere, LLC and Cipriani, LLC (hereinafter collectively “**LLC Defendants**”); and

3. Benessere Land Holdings, LLC and Cipriani Land Holdings, LLC (hereinafter all collectively referred to herein as “**Holdings Entities**”); and

4. Chain Consortium, a Nevada General Partnership; 3900, LLC, a Nevada Limited Liability Company; 99<sup>th</sup> & Indian School, LLC, a Nevada Limited Liability Company; 99<sup>th</sup> & Indian School Management, LLC, a Nevada Limited Liability Company; Benessere Management, LLC, a Nevada Limited Liability Company; Todd W. Bergman, an Individual; Capri I, LLC, a Nevada Limited Liability Company; Capri II, LLC, a Nevada Limited Liability Company; Jeff Chain, an Individual; Linda Chain, an Individual; Jeff and Linda Chain, as Trustees for the Jeff & Linda Chain Family Trust, a Nevada Trust; Cipriani Management, LLC, a Nevada Limited Liability Company; Cottonwood Retail, LLC, a Nevada Limited Liability Company; GEIII, LLC, also known as GE, III, LLC, a Nevada Limited Liability Company; Edward Gutzman III, an Individual; Innovative Assets, LLC, a Nevada Limited Liability Company; J. Matthew Kammeyer, an Individual; Kan Investments, LLC, a Nevada Limited Liability Company; Gabriel Martinez, Esq., an Individual; Michael’s Plaza, LLC, a Nevada Limited Liability Company; Millennium Construction, Inc. doing business as MCI, a Nevada Corporation; Millennium Commercial Properties, LLC, a Nevada Limited Liability Company; Millennium Properties & Development, Inc., a Nevada Corporation; Modern Management, Inc., a Nevada Corporation; Phoenix 83rd, LLC, a Nevada Limited Liability Company; Allyn F. Povilaitis, also known as Allyn F. Povilatis, an Individual; RCRE, LLC, a Nevada Limited Liability Company; and T.W.B. Enterprises, Inc., a Nevada Corporation (hereinafter all collectively referred to as “**Additional Defendants**”); and

5. James D. Main and Main Amundson & Associates, LLC, a Nevada Limited Liability Company (hereinafter all collectively referred to as “**Amundson Defendants**”).

A handwritten signature in black ink, appearing to be 'MD' followed by a flourish.



6. MBK, LLC, a Nevada Limited Liability Company and Darryl Kabins (hereinafter all collectively referred to as “**Additional Kabins Entities**”).

7. It is intended that this Agreement, including the waivers and releases contained herein, shall also include all past, present and future Managers (either individual and/or through any type of legal entity) of any entity related to any factual and/or legal matter contained herein (whether direct, indirect and/or tenuous), including, but not limited to Cipriani Management, LLC, Cipriani Land Holdings, LLC, Canamex Retail, LLC, GE III, LLC a/k/a GEIII, LLC, GC, LLC, Innovative Assets, LLC, Jeff Chain, Edward Gutzman III, Dana Corbo, John Moehrle, Ram Janga, DAB Properties, Inc., Cipriani, LLC, Cipriani Investments, LLC, Jeff and Linda Chain Family Trust, Benessere, LLC, Benessere Land Holdings, LLC, Benessere Management, LLC, Kristi Albertini, Robert S. Richardson, Frank DeAngelo, Modern Management, Inc., and each and every Member-Manager of Gila Bend 384, LLC, as well as any Manager(s) not specifically named herein (hereinafter all collectively referred to as “**Managers**”)

8. It is intended that this Agreement, including the waivers and releases contained herein, shall include all counsel (either individually and/or in their capacity as legal counsel) for all parties to this Agreement, including the Settling Parties, relating in any manner whatsoever to (as defined below): the Kabins’ Lawsuit, the LLC Defendants’ Lawsuit, Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership and Amended Complaint Allegations (hereinafter all referred to as “**Counsel**”).

9. With regard to the Kabins Entities, Dr. Kabins, Lori, Family LLC, Kabins Parties, LLC Defendants, Holdings Entities, Additional Defendants, Amundson Defendants, Additional Kabins Entities, Managers and Counsel, said reference to each includes all of their (past, present and/or future) officers, agents, employees and representatives, together with all of their past, present and future affiliates, subsidiaries, corporations, companies, trusts, predecessors, successors, related entities, assigns, spouses, children, officers, directors, members, managers, principals, agents, servants, attorneys, legal representatives, employees, insurers and their claims administrators, guarantors, indemnitors, heirs, executors, and administrators.

The Settling Parties, as well as all other parties and/or entities referenced herein, wish to buy their peace and settle all pending and potential claims (including the vacating of any and all prior judgments) for damages or equity, and therefore, the Settling Parties, as well as all other parties and/or entities referenced herein, hereby agree, as follows:

**NOW, THEREFORE**, for good and valuable consideration and in consideration of the covenants and recitals contained herein, all parties to this Agreement, including all Settling Parties, as well as all other parties and/or entities referenced herein, further agree as follows:

\\

\\



**A. THE AGREEMENT**

This Global Release and Settlement Agreement is sometimes referred to herein as the “Agreement.”

**B. THE LAWSUITS/JUDGMENTS/PENDING MATTERS**

**1. Kabins’ Parties Lawsuit**

On June 23, 2009, Kabins Entities filed a lawsuit in the United States District Court for the District of Nevada against the LLC Defendants and the Additional Defendants, bearing Case No.: 2:09-CV-1125-GMN-RCJ (hereinafter “**Kabins’ Lawsuit**”).

**2. LLC Defendants’ Counter-Claims, Cross-Claims and Third-Party Complaint**

The LLC Defendants have filed a Counter-Claim against Kabins Entities and a Third-Party Complaint against Dr. Kabins and Amundson Defendants in the Kabins’ Lawsuit and have also filed Cross-Claims against all Additional Defendants (hereinafter all actions collectively referred to as the “**LLC Defendants’ Lawsuits**”) in the Kabins’ Lawsuit.

**3.** Edward Gutzman, III, an Individual; GEIII, LLC a/k/a GE, III, LLC, a Nevada Limited Liability Company; Benessere Management, LLC, a Nevada Limited Liability Company; and Cipriani Management, LLC, a Nevada Limited Liability Company, filed a Counter-Claim against Kabins Entities in the Kabins’ Lawsuit (hereinafter all collectively referred to as “**Gutzman Counter-Claims**”).

Edward Gutzman, III, an Individual; GEIII, LLC a/k/a GE III, LLC, a Nevada Limited Liability Company; and Cipriani Management, LLC, a Nevada Limited Liability Company filed Cross-Claims against Cipriani, LLC, a Nevada Limited Liability Company; Jeff Chain, Individually; Jeff and Linda Chain, as Trustees for the Jeff and Linda Chain Trust (hereinafter all collectively referred to as “**Gutzman Cross-Claims**”).

**4.** Kabins Entities have filed an Adversary Proceeding against Jeffrey Benton Chain and Linda Diane Chain, bearing Adversary Case No.: 10-01162-LBR, in the Linda Diane Chain Bankruptcy Case, bearing Case No.: BK-S-09-28929-LBR, and the Jeffrey Benton Chain Bankruptcy Case, bearing Case No.: BK-S-09-29820 (hereinafter all collectively referred to as “**Chain Bankruptcy**”).

**5.** Kabins Entities obtained a Default Judgment on or about June 22, 2011 against Millennium Construction, Inc. [See Docket No. 370: Case No.: 09-1125-GMN-RJJ] in the Kabins Lawsuit (hereinafter referred to as “**Default Judgment**”).

6. Kabins Entities have previously filed a Motion for Leave to File a First Amended Complaint in the Kabins' Lawsuit seeking to add non-party, ALBERT D. MASSI (hereinafter "**Massi**"), as a party-defendant in the Kabins' Lawsuit and further allegations regarding an "Investment Partnership" (hereinafter "**Investment Partnership**") relating to the allegations contained in the Proposed First Amended Complaint (hereinafter all collectively referred to as "**Amended Complaint Allegations**"). The Court denied the Motion for Leave to File a First Amended Complaint and Kabins Entities have filed an Objection to the same. [See Docket Nos. 383, 495 and 514; Case No.: 09-1125-GMN-RJJ].

7. On March 29, 2011, Magistrate Judge Robert J. Johnston issued an Order granting attorney's fees and costs relating to the LLC Defendants' Motion to Compel. [See Docket No. 333; Case No.: 09-1125-GMN-RJJ]. These attorney's fees have been previously paid by Kabins Entities. Nothing in this Agreement in any way vacates Kabins Parties', including their counsels', prior obligation and subsequent payment of these attorney's fees and any reference in this Agreement to each party bearing their own attorney's fees and costs specifically excludes the attorney's fees provided for in the March 29, 2011 Order entered in the Kabins' Lawsuit. To the extent that there are pending matters before the District Court in the Kabins' Lawsuit, by any party thereto, relating to any attorney's fees applications, said pending matters are hereby waived and included within the reference in this Agreement to each party bearing their own attorney's fees and costs.

**NOW, THEREFORE**, for good and valuable consideration and in consideration of the covenants and recitals contained herein, all parties to this Agreement, including all Settling Parties, as well as all other parties and/or entities referenced herein, further agree as follows:

1. **MUTUAL RELEASES OF ALL CLAIMS**

A. **Kabins Parties; and Additional Kabins' Entities - Waiver and Release**

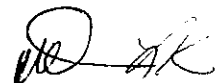
In consideration for the obligations and conditions set forth herein, receipt of which is hereby acknowledged, including all of the covenants, recitals and promises stated, Kabins Parties and Additional Kabins Entities (which includes Kabins Entities, Family LLC, Dr. Kabins and Lori), including all of their officers, agents, employees and representatives, together with all of their past, present and future affiliates, subsidiaries, corporations, companies, trusts, predecessors, successors, related entities, assigns, spouses, children, officers, directors, members, managers, principals, agents, servants, attorneys, legal representatives, employees, insurers and their claims administrators, guarantors, indemnitors, heirs, executors, and administrators, do fully and forever waives, releases and forever discharges any and all actual claims, potential claims and/or theoretical claims against: (1) LLC Defendants; (2) Holding Entities; (3) Additional Defendants; (4) Amundson Defendants; (5) Managers; (6) Counsel and (7) Massi, including all of their officers, agents, employees and representatives, together with all of their past, present and future affiliates, subsidiaries, corporations, companies, trusts, predecessors, successors, related entities, assigns, spouses, children, officers, directors, members, managers, principals,



agents, servants, attorneys, legal representatives, employees, insurers and their claims administrators, guarantors, indemnitors, heirs, executors, and administrators from any and all losses, claims, demands, actions, causes of action or liability, whether vicarious or other than vicarious, whether known or unknown, contribution and/or indemnity (whether contractual, implied and/or equitable) that Kabins Parties and Additional Kabins Entities (which includes Kabins Entities, Family LLC, Dr. Kabins and Lori) may or might have against them by reason of any damages or injuries, whatever, sustained by Kabins Parties and Additional Kabins Entities (which includes Kabins Entities, Family LLC, Dr. Kabins and Lori) and occasioned directly, or indirectly, by any act or omission of: (1) LLC Defendants; (2) Holding Entities; (3) Additional Defendants; (4) Amundson Defendants; (5) Managers; (7) Counsel; and (7) Massi (whether vicarious or other than vicarious), which are directly or indirectly related to the Kabins' Lawsuit, the LLC Defendants' Lawsuit, Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership, Amended Complaint Allegations and/or any and all other losses, claims, demands, actions, causes of action or liability, whether vicarious or other than vicarious, whether known or unknown, contribution and/or indemnity (whether contractual, implied and/or equitable) relating to any matter unrelated to the Kabins' Lawsuit, the LLC Defendants' Lawsuit, Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership and Amended Complaint Allegations.

The (1) LLC Defendants; (2) Holding Entities; (3) Additional Defendants; (4) Amundson Defendants; (5) Managers; (6) Counsel; and (7) Massi, including all of their officers, agents, employees and representatives, together with all of their past, present and future affiliates, subsidiaries, corporations, companies, trusts, predecessors, successors, related entities, assigns, spouses, children, officers, directors, members, managers, principals, agents, servants, attorneys, legal representatives, employees, insurers and their claims administrators, guarantors, indemnitors, heirs, executors, and administrators are hereby released and discharged fully and completely from and against any and all liability, rights, claims, demands, actions, judgments, and/or causes of action, in law or in equity, statutory or common law, contractual or extra-contractual, known or unknown, contribution and/or indemnity (whether contractual, implied and/or equitable) past present or future, claimed or unclaimed, direct or indirect, fixed or contingent, liquidated or uncertain, latent or patent, assigned or unassigned, of any kind whatsoever, arising out of, or in any way related to the Kabins' Lawsuit, the LLC Defendants' Lawsuit, Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership and Amended Complaint Allegations; whether such claims seek:

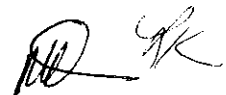
- A. Compensatory, personal injury, professional liability, property, insurance, emotional, consequential, pecuniary, general, special, economic, hedonic, estate, punitive, or exemplary damages;
- B. Attorneys' fees, expert fees, investigation fees, costs, or prejudgment or post-judgment interest insofar whether undertaken or not; and



- C. Any other measure or theory of damages actually or allegedly recoverable under law, contract, or equity, whether or not actually alleged in Kabins' Lawsuit, the LLC Defendants' Lawsuit, Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership and Amended Complaint Allegations and/or any of the subject issues referenced therein.

**B. LLC Defendants; Additional Defendants; and Amundson Defendants  
- Waiver and Release**

In consideration for the obligations and conditions set forth herein, receipt of which is hereby acknowledged, including all of the covenants, recitals and promises stated, (1) LLC Defendants; (2) Holding Entities; (3) Additional Defendants; (4) Amundson Defendants; (5) Managers; (6) Counsel; (6) Massi, including all of their officers, agents, employees and representatives, together with all of their past, present and future affiliates, subsidiaries, corporations, companies, trusts, predecessors, successors, related entities, assigns, spouses, children, officers, directors, members, managers, principals, agents, servants, attorneys, legal representatives, employees, insurers and their claims administrators, guarantors, indemnitors, heirs, executors, and administrators, do fully and forever waives, releases and forever discharges any and all actual claims, potential claims and/or theoretical claims against: Kabins Parties and Additional Kabins Entities (which includes Kabins Entities, Family LLC, Dr. Kabins and Lori), including all of their officers, agents, employees and representatives, together with all of their past, present and future affiliates, subsidiaries, corporations, companies, trusts, predecessors, successors, related entities, assigns, spouses, children, officers, directors, members, managers, principals, agents, servants, attorneys, legal representatives, employees, insurers and their claims administrators, guarantors, indemnitors, heirs, executors, and administrators from any and all losses, claims, demands, actions, causes of action or liability, whether vicarious or other than vicarious, whether known or unknown, contribution and/or indemnity (whether contractual, implied and/or equitable), that (1) LLC Defendants; (2) Holding Entities; (3) Additional Defendants; (4) Amundson Defendants; (5) Managers; (6); Counsel; and (6) Massi may or might have against them by reason of any damages or injuries, whatever, sustained by (1) LLC Defendants; (2) Holding Entities; (3) Additional Defendants; (4) Amundson Defendants; (5) Managers; (6) Counsel; (7) and Massi and occasioned directly, or indirectly, by any act or omission of Kabins Parties and Additional Kabins Entities (which includes Kabins Entities, Family LLC, Dr. Kabins and Lori) (whether vicarious or other than vicarious), which are directly or indirectly related to the Kabins' Lawsuit, the LLC Defendants' Lawsuit, Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership, Amended Complaint Allegations and/or any and all other losses, claims, demands, actions, causes of action or liability, whether vicarious or other than vicarious, whether known or unknown, contribution and/or indemnity (whether contractual, implied and/or equitable), relating to any matter unrelated to the Kabins' Lawsuit, the LLC Defendants' Lawsuit, Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership



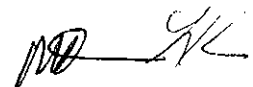
and Amended Complaint Allegations.

The Kabins Parties and Additional Kabins Entities (which includes Kabins Entities, Family LLC, Dr. Kabins and Lori), including all of their officers, agents, employees and representatives, together with all of their past, present and future affiliates, subsidiaries, corporations, companies, trusts, predecessors, successors, related entities, assigns, spouses, children, officers, directors, members, managers, principals, agents, servants, attorneys, legal representatives, employees, insurers and their claims administrators, guarantors, indemnitors, heirs, executors, and administrators are hereby released and discharged fully and completely from and against any and all liability, rights, claims, demands, actions, judgments, and/or causes of action, in law or in equity, statutory or common law, contractual or extra-contractual, known or unknown, contribution and/or indemnity (whether contractual, implied and/or equitable), past present or future, claimed or unclaimed, direct or indirect, fixed or contingent, liquidated or uncertain, latent or patent, assigned or unassigned, of any kind whatsoever, arising out of, or in any way related to the Kabins' Lawsuit, the LLC Defendants' Lawsuit, Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership and Amended Complaint Allegations; whether such claims seek:

- A. Compensatory, personal injury, professional liability, property, insurance, emotional, consequential, pecuniary, general, special, economic, hedonic, estate, punitive, or exemplary damages;
- B. Attorneys' fees, expert fees, investigation fees, costs, or prejudgment or post-judgment interest insofar whether undertaken or not; and
- C. Any other measure or theory of damages actually or allegedly recoverable under law, contract, or equity, whether or not actually alleged in Kabins' Lawsuit, the LLC Defendants' Lawsuit, Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership and Amended Complaint Allegations and/or any of the subject issues referenced therein.

**C. Additional Waivers and Releases**

In consideration for the obligations and conditions set forth herein, receipt of which is hereby acknowledged, including all of the covenants, recitals and promises stated, (1) LLC Defendants; (2) Holding Entities; (3) Additional Defendants; (4) Amundson Defendants; (5) Managers; (6) Counsel; (7) and Massi, including all of their officers, agents, employees and representatives, together with all of their past, present and future affiliates, subsidiaries, corporations, companies, trusts, predecessors, successors, related entities, assigns, spouses, children, officers, directors, members, managers, principals, agents, servants, attorneys, legal

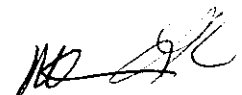


representatives, employees, insurers and their claims administrators, guarantors, indemnitors, heirs, executors, and administrators, do fully and forever waives, releases and forever discharges any and all actual claims, potential claims and/or theoretical claims against each other from any and all losses, claims, demands, actions, causes of action or liability, whether vicarious or other than vicarious, whether known or unknown, contribution and/or indemnity (whether contractual, implied and/or equitable), that each other may or might have against them by reason of any damages or injuries, whatever, sustained by each other and occasioned directly, or indirectly, by any act or omission of each other (whether vicarious or other than vicarious), which are directly or indirectly related to the Kabins' Lawsuit, the LLC Defendants' Lawsuit, Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership, Amended Complaint Allegations and/or any and all other losses, claims, demands, actions, causes of action or liability, whether vicarious or other than vicarious, whether known or unknown, contribution and/or indemnity (whether contractual, implied and/or equitable), relating to any matter unrelated to the Kabins' Lawsuit, the LLC Defendants' Lawsuit, Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership and Amended Complaint Allegations.

The (1) LLC Defendants; (2) Holding Entities; (3) Additional Defendants; (4) Amundson Defendants; (5) Managers; (6) Counsel; and (7) Massi, including all of their officers, agents, employees and representatives, together with all of their past, present and future affiliates, subsidiaries, corporations, companies, trusts, predecessors, successors, related entities, assigns, spouses, children, officers, directors, members, managers, principals, agents, servants, attorneys, legal representatives, employees, insurers and their claims administrators, guarantors, indemnitors, heirs, executors, and administrators are hereby released and discharged fully and completely from and against any and all liability, rights, claims, demands, actions, judgments, and/or causes of action, in law or in equity, statutory or common law, contractual or extra-contractual, known or unknown, contribution and/or indemnity (whether contractual, implied and/or equitable), past present or future, claimed or unclaimed, direct or indirect, fixed or contingent, liquidated or uncertain, latent or patent, assigned or unassigned, of any kind whatsoever, arising out of, or in any way related to the Kabins' Lawsuit, the LLC Defendants' Lawsuit, Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership and Amended Complaint Allegations; whether such claims seek:

- A. Compensatory, personal injury, professional liability, property, insurance, emotional, consequential, pecuniary, general, special, economic, hedonic, estate, punitive, or exemplary damages;
- B. Attorneys' fees, expert fees, investigation fees, costs, or prejudgment or post-judgment interest insofar whether undertaken or not; and

///



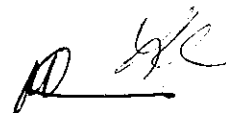
- C. Any other measure or theory of damages actually or allegedly recoverable under law, contract, or equity, whether or not actually alleged in Kabins' Lawsuit, the LLC Defendants' Lawsuit, the Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership and Amended Complaint Allegations and/or any of the subject issues referenced therein.

2. **DISMISSAL OF LAWSUITS AND PROCEEDINGS WITH PREJUDICE;  
VACATING PRIOR JUDGMENTS**

As provided for herein, any and all lawsuits, proceedings, claims and/or causes of action pending between the parties to this Agreement and/or parties referenced in this Agreement, or included within this Agreement, including the Settling Parties, including all parties to any lawsuit, shall be dismissed with prejudice, with each party to bear their own attorney's fees and costs, which lawsuits, proceedings, claims and/or causes of action include, but are not limited to the following:

- A. Kabins' Lawsuit;
- B. LLC Defendants' Lawsuit;
- C. Gutzman Counter-Claims;
- D. Gutzman Cross-Claims;
- E. Chain Bankruptcy (Adversary Proceedings);
- F. Default Judgment; and
- G. Amended Complaint Allegations, including withdrawing both the Motion for Leave to File First Amended Complaint with prejudice and the Objection to the Denial to the Motion for Leave to File a First Amended Complaint with prejudice. [See Docket Nos. 383, 495 and 514].
- H. The withdrawing with prejudice of all pending Objections filed by Kabins' Entities and/or Dr. Kabins in the Kabins' Lawsuit.

With regard to the Chain Bankruptcy, Kabins Parties (including as applicable Additional Kabins Entities (which includes Kabins Entities, Family LLC, Dr. Kabins and Lori), mutually agree to withdraw any and all objections to dischargeability relating to the Chain Bankruptcy, i.e. the dismissal with prejudice of the Adversary Proceeding(s) filed in the Chain Bankruptcy, including the execution of any and all documents necessary to effectuate the complete dismissal





(including vacating) any and all of the hearings, motions, prior orders relating to any and all such Adversary Proceeding(s), relating to the bankruptcies filed by Jeffrey Benton Chain and Linda Diane Chain.

With regard to the Default Judgment, Kabins Parties (including as applicable Additional Kabins Entities (which includes Kabins Entities, Family LLC, Dr. Kabins and Lori), mutually agree to vacate and set aside the Default Judgment, as well as dismiss with prejudice Millennium Construction, Inc. from Kabins' Lawsuit as provided for herein.

All parties to this Agreement, including Settling Parties, including all of their officers, agents, employees and representatives, together with all of their past, present and future affiliates, subsidiaries, corporations, companies, trusts, predecessors, successors, related entities, assigns, spouses, children, officers, directors, members, managers, principals, agents, servants, attorneys, legal representatives, employees, insurers and their claims administrators, guarantors, indemnitors, heirs, executors, and administrators, agree to execute any and all paperwork, pleadings and/or documents in order to effectuate all releases and dismissals contained herein at their sole cost and expense.

**3. DENIAL OF LIABILITY**

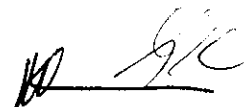
All parties, including the Settling Parties, to this Agreement understand and agree that all claims and defenses asserted in connection with the factual basis of these matters are disputed, and each party hereto agrees that this Agreement shall never be treated or characterized as an admission of liability or responsibility at any time or in any manner whatsoever.

**4. FUTURE AND UNKNOWN CLAIMS RELEASED.**

All parties, including the Settling Parties, to this Agreement, including all of their officers, agents, employees and representatives, together with all of their past, present and future affiliates, subsidiaries, corporations, companies, trusts, predecessors, successors, related entities, assigns, spouses, children, officers, directors, members, managers, principals, agents, servants, attorneys, legal representatives, employees, insurers and their claims administrators, guarantors, indemnitors, heirs, executors, and administrators acknowledges that there may arise in the future, injuries or damages of which he, she or it is not presently aware, and intends this Agreement to release all parties, including Settling Parties, to this Agreement as to all rights in any way connected with any such injuries or damages which may become known in the future arising out of, or in any way related to the Kabins' Lawsuit, the LLC Defendants' Lawsuit, Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership and Amended Complaint Allegations.

\\

\\



**5. NO REPRESENTATIONS MADE**

No representation of any kind concerning any subject has been made by or on behalf of the (1) LLC Defendants; (2) Holding Entities; (3) Additional Defendants; (4) Amundson Defendants; (5) Managers; (6) Counsel; and (7) Massi which has in any way influenced either Kabins Parties and Additional Kabins Entities (which includes Kabins Entities, Family LLC, Dr. Kabins and Lori) to enter into this Agreement.

**6. RELIANCE ON OWN COUNSEL**

In entering into this Agreement, all parties, including Settling Parties, each represent that she/he/it is represented by his/her/its own attorney(s) (or has declined such legal representation) and that each has knowingly and voluntarily entered into this Agreement by his/her/its own choice, that the terms of the Agreement have been completely read, and that each understands and voluntarily accepts those terms.

**7. UNDERSTANDING OF SETTLEMENT AGREEMENT**

In entering into the Agreement, all parties, including Settling Parties, each affirm and acknowledge that they have read this Agreement and have been given the opportunity to have it fully explained by counsel of choice, that they fully understand and appreciate the words and terms used in this Agreement, as well as the effect of those words and terms, and further understand that this is a final compromise, release, and settlement of the matters released herein.

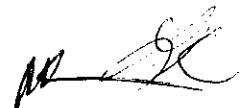
Each party, including the Settling Parties, or its, his or her attorney, has carefully and fully reviewed this Agreement and has revised, or has had the opportunity to revise, this Agreement. Accordingly, the normal rules of construction, to the effect that any ambiguities are to be resolved against the drafting party, shall not be utilized in the interpretation of this Agreement.

**8. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with reference to the subject matters hereof, and all previous negotiations and understandings between the parties are merged into this Agreement. In entering into this Agreement, no party has relied upon any statement, representation or agreement made by any other party to this Agreement or made by anyone else, other than the statements, representations, and agreements expressly set forth herein.

**9. ATTORNEY'S FEES AND COSTS**

Except as provided for herein, all parties, including the Settling Parties, to this Agreement, shall be solely responsible for any and all of its own legal fees, expert fees and other costs and expenses incurred in these matters, including but not limited to any and all attorney's



fees and expenses incurred in connection with Kabins' Lawsuit, the LLC Defendants' Lawsuit, Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership and Amended Complaint Allegations and the settlement and the drafting and execution of this Agreement.

If any litigation or other action is commenced to enforce the terms of this Agreement, the prevailing party (in addition to any other award) is entitled to an award of all of the prevailing party's expenses related to such action, including but not limited to its reasonable attorney fees and costs, whether or not such litigation or other action proceeds to any court order, judgment or other finding by a tribunal.

**10. WARRANTY**

All parties, including Settling Parties, to this Agreement each hereby warrants and covenants that he/she is over the legal age of majority in the State of Nevada, and in the State where the Agreement is executed if other than Nevada, that he/she/it (or his/her trust) is the only person or entity entitled to execute this Agreement. All parties, including the Settling Parties, declares and represents that s/he/it is competent to execute this Agreement.

**11. AUTHORITY TO EXECUTE**

All parties, including the Settling Parties, to this Agreement represent and warrant that they have the sole right and exclusive authority to execute this Agreement and receive the consideration therefor, and that no party has sold, assigned, transferred, conveyed or purported to sell, assign, transfer or convey, or otherwise disposed of, any claim or demand relating to any matter covered by this Agreement. Further, each party hereto acknowledges that the individual(s) who execute this Agreement on behalf of said party have the authority and power to do so.

**12. BINDING OTHERS**

All parties, including the Settling Parties, to this Agreement each hereby binds him/herself/itself, his/her guardian(s), attorney(s), legal representative(s), successor(s), principal(s), heir(s), administrator(s), executor(s), assignee(s) and personal representative(s) to this Agreement and to each of its terms and conditions all things necessary to fully effectuate the terms of this Agreement.

**13. POST-EXECUTION SURVIVAL**

All representations, warranties, agreements, and promises made in this Agreement which are contained herein shall survive the execution of this Agreement.

///

All parties to this Agreement agree to execute any and all documents necessary to effectuate the terms, conditions, purposes, and aims of this Agreement.

**14. EXECUTION IN PARTS/COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument. A facsimile signature shall be valid for all purposes as an original.

**15. AMENDMENTS, MODIFICATIONS, ADDENDUMS AND REVISIONS**

No amendment, modification, addendum, or revision of this Agreement shall be valid, unless it is in writing and signed by all of the parties to this Agreement, in which event there need be no separate consideration therefor.

**16. WAIVER**

No waiver or indulgence of any breach or series of breaches of this Agreement shall be deemed or construed as a waiver of any other breach of the same or any other provision hereof or affect the enforceability of any part or all of this Agreement, and no waiver shall be valid, unless executed in writing by the waiving party.

**17. NO ASSIGNMENT OF CLAIMS**

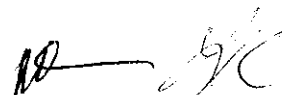
All parties to this Agreement, including the Settling Parties, each represents, warrants, and agrees that he/she/it is the lawful owner of the right, title, and interest in and to every claim, cause of action and/or matter released herein and he/she/it has not assigned or transferred, nor purported to or attempted to assign or transfer, to any person or entity any claim, cause of action and/or other matter released herein. Each also warrants that he/she/it will not in the future assign or transfer any claim or other matter released herein and will defend, indemnify, and hold each other harmless from any and all claims arising out of or relating to any assignment or transfer, and/or any purported or attempted assignment or transfer contrary to the terms of this paragraph.

**18. PARTIAL INVALIDITY**

In the event that any provision of this Agreement shall in any respect be declared invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not effect any other term or condition of the Agreement, and the Agreement shall be interpreted as though such invalid, illegal or unenforceable term or condition was not a part hereof.

///

///



**19. OTHER ACTIONS, SUITS, PROCEEDINGS OR CLAIMS**

All parties to the Agreement, including the Settling Parties, each agree he/she/it has not and will not commence, maintain, initiate or prosecute, or cause, encourage, assist, advise, or cooperate with any other person or entity to commence, maintain, initiate or prosecute, any action, suit, proceeding, or claim before any court, administrative, or quasi-legal body or agency (whether state, federal, private, or otherwise), against any party(ies) to this Agreement, including the Settling Parties, or any of them, from, concerned with, or otherwise related to the Kabins' Lawsuit, the LLC Defendants' Lawsuit, Gutzman Counter-Claims, Gutzman Cross-Claims, Chain Bankruptcy, Default Judgment, Investment Partnership and Amended Complaint Allegations, except as to enforce the terms of this Agreement.

**20. LAWS OF NEVADA APPLY**

The laws of the State of Nevada govern the terms and enforceability of this Agreement. Any and all actions to enforce this Agreement shall be brought solely in the County of Clark, Nevada.

***EACH OF THE UNDERSIGNED HAS READ THIS AGREEMENT IN ITS ENTIRETY, AND UNDERSTANDS IT. EACH SIGNS IT VOLUNTARILY, BEING FULLY ADVISED IN THE PREMISES BY HIS/HER/IT'S OWN ATTORNEYS.***

Mark B Kabins 11/21/12  
MARK B. KABINS, M.D. Date

Mark B Kabins 11/21/12  
MARK B. KABINS, M.D., as Member of Date  
GILA BEND 384, LLC

Lori C. Kabins 11-21-12  
LORI C. KABINS Date

Mark B Kabins 11/21/12  
KABINS FAMILY LIMITED PARTNERSHIP Date  
By: Mark B Kabins  
Print Name/Title partner

///

Lori C. Kabins  
LORI C. KABINS SEPARATE PROPERTY TRUST  
By: Lori Kabins trustee  
Print Name/Title

11-21-12  
Date

Mark B. Kabins  
THE KABINS FAMILY, LLC  
By: Mark B. Kabins  
Print Name/Title Member

11/21/12  
Date

Mark B. Kabins  
MBK, LLC  
By: Mark B. Kabins  
Print Name/Title member

11/21/12  
Date

John Moehle  
BENESSERE, LLC  
By: John Moehle/manager  
Print Name/Title

11/27/12  
Date

Dana Corbo  
CIPRIANI, LLC  
By: DANA CORBO / MANAGER  
Print Name/Title

11/23/12  
Date

Betty Corbo  
GILA BEND 384, LLC  
By: BETTY CORBO, TRUSTEE  
Print Name/Title

11/23/12  
Date

Janine Gutzman  
GILA BEND 384, LLC  
By: Janine Gutzman (managing member)  
Print Name/Title

11-27-12  
Date

Robert Amick  
GILA BEND 384, LLC  
By: Robert Amick (managing member)  
Print Name/Title

11/28/12  
Date

Albert D. Massi  
GILA BEND 384, LLC  
By: Albert D. Massi managing member  
Print Name/Title  
Date 11/28/12

\_\_\_\_\_  
GILA BEND 384, LLC  
By: \_\_\_\_\_  
Print Name/Title  
Date \_\_\_\_\_

James R. Massi  
GILA BEND 384, LLC  
By: James R. Massi managing member  
Print Name/Title  
Date 11/28/2012

Allen A. Cap  
GILA BEND 384, LLC  
By: ALLEN A. CAP  
Print Name/Title managing member  
Date 11-28-12

Ram Janga  
BUCKEYE 80 WEST THREE, LLC  
By: RAM JANGA, manager  
Print Name/Title  
Date 11/27/2012

John Moehle  
BUCKEYE CANAMEX 77 ONE, LLC  
By: John Moehle/MANAGER  
Print Name/Title  
Date 11/27/12

John Moehle  
BENESSERE LAND HOLDINGS, LLC  
By: John Moehle/MANAGER  
Print Name/Title  
Date 11/27/12

≡  
≡

R. Langstaff  
CIPRIANLAND HOLDINGS, LLC  
By: RAM JANKA, Manager  
Print Name/Title

11/27/2012  
Date

John Moehle  
BENESSERE MANAGEMENT, LLC  
By: JOHN MOEHLE/MANAGER  
Print Name/Title

11/27/12  
Date

D. Coe  
CIPRIANI MANAGEMENT, LLC  
By: DANA COE/ MANAGER  
Print Name/Title

11/23/12  
Date

[Signature]  
3900, LLC  
By: SKATE CHAIR, 19  
Print Name/Title

11/26/12  
Date

x Daniel Martinez  
99<sup>th</sup> & INDIAN SCHOOL, LLC  
By: Gabriel Martinez /mgr  
Print Name/Title

11/27/12  
Date

x Daniel Martinez  
99<sup>th</sup> & INDIAN SCHOOL MANAGEMENT, LLC  
By: Gabriel Martinez /mgr  
Print Name/Title

11/27/12  
Date

Todd W. Bergman  
TODD W. BERGMAN

11-28-12  
Date

TWB Enterprises  
T.W.B. ENTERPRISES, INC.  
By: Todd W. Bergman president  
Print Name/Title

11-28-12  
Date



y Gabriel Martinez  
CAPRI I, LLC  
By: Gabriel Martinez /mgr  
Print Name/Title

11/27/12  
Date

x Gabriel Martinez  
CAPRI II, LLC  
By: Gabriel Martinez /mgr  
Print Name/Title

11/27/12  
Date

[Signature]  
JEFF CHAIN

11/26/12  
Date

[Signature]  
LINDA CHAIN

11-27-12  
Date

[Signature]  
JEFF AND LINDA CHAIN, AS TRUSTEES  
OF THE JEFF & LINDA CHAIN FAMILY TRUST  
By: JEFF CHAIN, TRUSTEE  
Print Name/Title

11/26/12  
Date

[Signature]  
THE JEFF & LINDA CHAIN FAMILY TRUST  
By: JEFF CHAIN, TRUSTEE  
Print Name/Title

11/26/12  
Date

x [Signature]  
COTTONWOOD RETAIL, LLC  
By: J. Matthew Hamme, Manager  
Print Name/Title

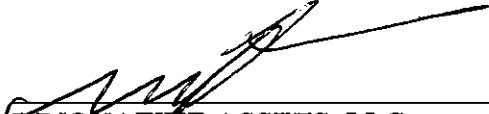
11/26/12  
Date

[Signature]  
GEIII, LLC a/k/a/ GE, III, LLC  
By: Edward Gutzman  
Print Name/Title

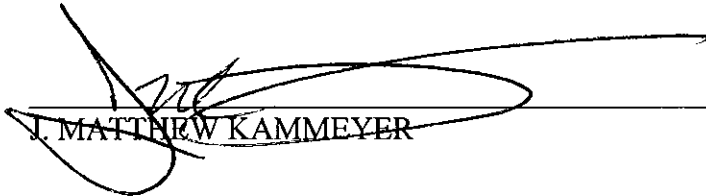
11/27/12  
Date

  
EDWARD GUTZMAN III

11/27/12  
Date

  
INNOVATIVE ASSETS, LLC  
By: JEFF CHAFFIN, esq. Manager  
Print Name/Title

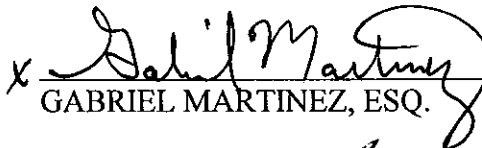
11-20-12  
Date

  
J. MATTHEW KAMMEIER

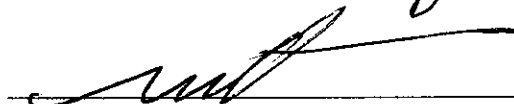
11-28-12  
Date

KAN INVESTMENTS, LLC  
By: \_\_\_\_\_  
Print Name/Title


\_\_\_\_\_  
Date

x   
GABRIEL MARTINEZ, ESQ.


11/27/12  
Date

  
MICHAEL'S PLAZA, LLC  
By: JEFF CHAFFIN, esq. Manager  
Print Name/Title

11-26-12  
Date


  
MILLENNIUM CONSTRUCTION, INC. d/b/a MCI  
By: JEFF CHAFFIN, esq. Manager  
Print Name/Title

11-26-12  
Date

  
MILLENNIUM COMMERCIAL PROPERTIES, LLC  
By: JEFF CHAFFIN, esq. Manager  
Print Name/Title

11-26-12  
Date


///

  
MILLENNIUM PROPERTIES &  
DEVELOPMENT, INC.  
By: JEFF CHAIKIN pro  
Print Name/Title

11-26-12  
Date

  
MODERN MANAGEMENT, INC.  
By: JEFF CHAIKIN as mortgage  
Print Name/Title

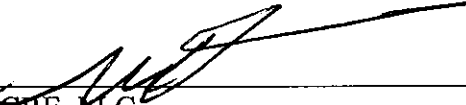
11-26-12  
Date

x   
PHOENIX 83<sup>rd</sup>, LLC  
By: Gabriel Martinez /mgr  
Print Name/Title


11/27/12  
Date

ALLYN F. POVILAITIS a/k/a ALLYN F.  
POVILAITIS


\_\_\_\_\_  
Date

  
RCRE, LLC  
By: JEFF CHAIKIN as mortgage  
Print Name/Title


11-26-12  
Date

  
JAMES D. MAIN

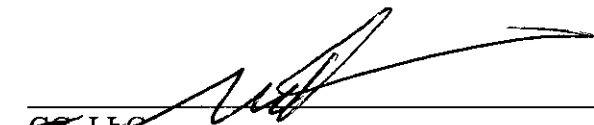
11/27/12  
Date

  
MAIN AMUNDSON & ASSOCIATES, LLC  
By: James Main, Manager  
Print Name/Title

11/27/12  
Date

  
CANAMEX RETAIL, LLC  
By: JEFF CHAIKIN as mortgage  
Print Name/Title


11-26-12  
Date

  
\_\_\_\_\_  
CG, LLC


11/20/12  
Date

GC  
K

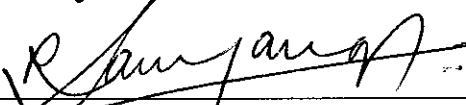
By: SKIF CHAIKIN, COO M.A. WITZEL  
Print Name/Title

  
\_\_\_\_\_  
DANA CORBO, Individually


11/23/12  
Date

  
\_\_\_\_\_  
JOHN MOEHRLE, Individually


11/27/12  
Date

  
\_\_\_\_\_  
RAMJANGA, Individually

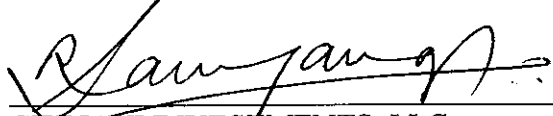
11/29/2012  
Date

  
\_\_\_\_\_  
DAB PROPERTIES, INC.  
By: DANA CORBO PRESIDENT  
Print Name/Title

11/23/12  
Date

  
\_\_\_\_\_  
ALBERT MASSI, Individually

11/28/12  
Date

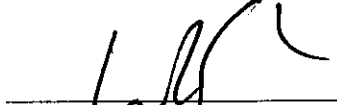
  
\_\_\_\_\_  
CIBRIANI INVESTMENTS, LLC  
By: RAMJANGA manager  
Print Name/Title

11/27/2012  
Date

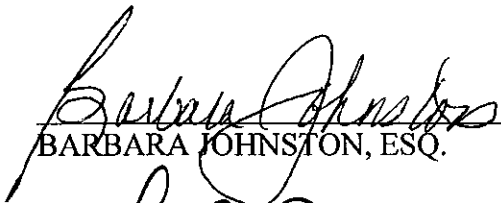
This GLOBAL RELEASE AND SETTLEMENT AGREEMENT is approved as to form and content by the following counsel:

  
\_\_\_\_\_  
STEVEN GIBSON, ESQ.

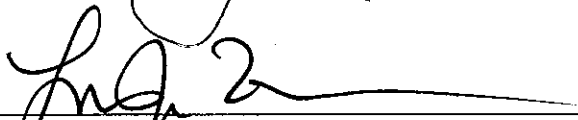
11/21/2012  
Date

  
\_\_\_\_\_  
WILLIAM K. SKAGGS, ESQ.

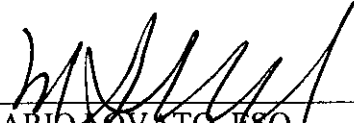
11/27/2012  
Date

  
BARBARA JOHNSTON, ESQ.

11/27/12  
Date

  
LISA ZASTROW, ESQ.


11-27-12  
Date

  
MARIO LOVATO, ESQ.

11/28/12  
Date

  
MATTHEW JOHNSON, ESQ.

11/28/12  
Date

  
ALBERT D. MASSI, ESQ.

11/28/12  
Date

\_\_\_\_\_  
CAPRI I, LLC  
By: \_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
CAPRI II, LLC  
By: \_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
JEFF CHAIN

\_\_\_\_\_  
Date

\_\_\_\_\_  
LINDA CHAIN

\_\_\_\_\_  
Date

\_\_\_\_\_  
JEFF AND LINDA CHAIN, AS TRUSTEES  
OF THE JEFF & LINDA CHAIN FAMILY TRUST  
By: \_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
THE JEFF & LINDA CHAIN FAMILY TRUST  
By: \_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
COTTONWOOD RETAIL, LLC  
By: *Allyn Povilaitis*  
Print Name/Title

\_\_\_\_\_  
Date *11/26/12*

\_\_\_\_\_  
GEIII, LLC a/k/a/ GE, III, LLC  
By: \_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

EDWARD GUTZMAN III

Date


INNOVATIVE ASSETS, I.I.C

Date

By: \_\_\_\_\_  
Print Name/Title

J. MATTHEW KAMMEYER

Date

  
KAN INVESTMENTS, LLC  
By: ALLYN POVINAITIS / MANAGER  
Print Name/Title

11/26/12  
Date

GABRIEL MARTINEZ, ESQ.

Date

MICHAEL'S PLAZA, LLC

Date

By: \_\_\_\_\_  
Print Name/Title

MILLENNIUM CONSTRUCTION, INC. d/b/a MCI

Date

By: \_\_\_\_\_  
Print Name/Title

MILLENNIUM COMMERCIAL PROPERTIES, LLC

Date

By: \_\_\_\_\_  
Print Name/Title

11

MILLENNIUM PROPERTIES &  
DEVELOPMENT, INC.

Date

By: \_\_\_\_\_  
Print Name/Title

MODERN MANAGEMENT, INC.

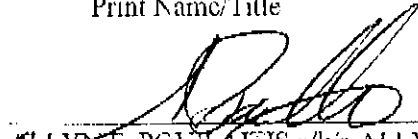
Date

By: \_\_\_\_\_  
Print Name/Title

PHOENIX 83<sup>rd</sup>, LLC

Date

By: \_\_\_\_\_  
Print Name/Title



11/26/12  
Date

ALLYN F. POVILAITIS a/k/a ALLYN F.  
POVILAITIS

ACRE, LLC

Date

By: \_\_\_\_\_  
Print Name/Title

JAMES D. MAIN

Date

MAIN AMUNDSON & ASSOCIATES, LLC

Date

By: \_\_\_\_\_  
Print Name/Title

CANAMEX RETAIL, LLC

Date

By: \_\_\_\_\_  
Print Name/Title



November 21, 2012

**VIA HAND DELIVERY**

Jonathan M. A. Salls, Esq.  
Dickinson Wright PLLC  
7201 West Lake Mead Boulevard, Suite 503  
Las Vegas, Nevada 89128

***Re: Kabins Family Limited Partnership et al. v. Chain Consortium et al.  
USDC-District of Nevada Case No. 2:09-CV-1125-GMN-RJJ***

Dear Mr. Salls:

This correspondence confirms that I authorize you to sign on my behalf the Global Release and Settlement Agreement with respect to the above-mentioned case. I further authorize you to show this letter to anyone requesting to view same.

Sincerely,



Steven A. Gibson, Esq.

SAG:JMS