

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

WINECUP GAMBLE, INC., a Nevada corporation,

Plaintiff,

v.

GORDON RANCH, LP, a Texas limited partnership,

Defendant.

GORDON RANCH, LP, a Texas limited partnership,

Counter-Claimant,

v.

WINECUP GAMBLE, INC., a Nevada corporation,

Counter-Defendant.

Case No. 3:17-CV-00163-RCJ-VPC

CIVIL JUDGMENT

On August 30, 2017, the Court entered an order granting Defendant/Counter-Claimant Gordon Ranch, LP's ("Gordon Ranch") Motion for Judgment on the Pleadings and denying Plaintiff/Counter-Defendant Winecup Gamble, Inc.'s ("Winecup") Motion for Summary Judgment.

Accordingly, IT IS HEREBY ORDERED that judgment is entered in Gordon Ranch's favor on its cause of action for declaratory relief.

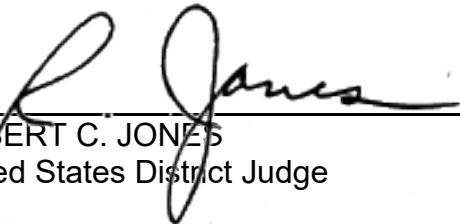
IT IS FURTHER ORDERED that, pursuant to the Purchase and Sale Agreement between the parties and all amendments thereto (the "Agreement"), no risk of loss and/or damage shifted to Gordon Ranch, that the risk of loss and/or damage remained on Winecup during the entirety of the contemplated sale, and that Gordon Ranch bears no

risk of loss and/or damage caused by the flooding at the Winecup Gamble Ranch (the "Property").

IT IS FURTHER ordered that Gordon Ranch has no obligation to close on the Property under the Agreement and that Gordon Ranch is entitled to all amounts paid on the Property and a refund of its Earnest Money and any interest earned thereon.

IT IS SO ORDERED.

Dated this 4th day of October, 2017.



ROBERT C. JONES
United States District Judge