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COMP
BEN WEST
Nevada Bar No. 8306
THOMAS G. GRACE
Nevada Bar No. 10057
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Shirley A. ...
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Attorneys for Steven Shapiro

DISTRICT COURT
CLARK COUNTY, NEVADA

STEVEN SHAPIRO, an individual,

Plaintiff,

Case No.: *A531477*
Dept. No.: *III*

v.

SV LENDING, LLC, a Nevada limited liability company; ONE MORTGAGE LTD., INC., a Utah corporation; STEWART TITLE OF NEVADA, a Nevada corporation; VAL E. SOUTHWICK, an individual; BRUCE S. GILLIS, an individual; BRUCE S. GILLIS, M.D., M.P.H., INC. PENSION TRUST; CLOUD NINE AVIATION PENSION TRUST; JOANNA L. GILLIS, an individual, JEFF B. GILLIS, an individual; DOES 1-10 and ROE corporations or business entities 1-10,

Defendants.

COMPLAINT

Plaintiff, Steven Shapiro, through his attorneys, the law firm of Santoro, Driggs, Walch, Kearney, Johnson & Thompson, alleges and complains as follows:

PARTIES

1. Plaintiff Steven Shapiro is an individual residing in the state of New York.
2. Defendant SV Lending, LLC ("SV Lending") is a Nevada limited liability

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1 company whose address is 871 Coronado Center Drive, Suite 200, Henderson, Nevada, 89052.

2 3. Defendant One Mortgage Ltd., Inc. ("One Mortgage") is a Utah corporation that
3 has engaged in substantial and continuous business activities within the state of Nevada, with
4 Nevada business entities, and with Nevada residents.

5 4. Defendant Stewart Title of Nevada ("Stewart Title") is a Nevada corporation
6 whose address is 8363 West Sunset Road, Suite 100, Las Vegas, Nevada, 89113.

7 5. Defendant Val E. Southwick ("Southwick") is an individual, who on information
8 and belief, is a resident of Ogden, Utah. Southwick has engaged in substantial and continuous
9 business activities within the state of Nevada, with Nevada business entities, and with Nevada
10 residents. Upon information and belief, Southwick owns or controls both SV Lending and One
11 Mortgage.

12 6. Defendant Bruce S. Gillis ("Dr. Gillis") is an individual residing in the state of
13 California and has engaged in business activities within the state of Nevada, with Nevada
14 business entities, and with Nevada residents.

15 7. Defendant Bruce S. Gillis, M.D., M.P.H., Inc. Pension Trust is a trust. Dr. Gillis
16 is a trustee of the Bruce S. Gillis, M.D., M.P.H., Inc. Pension Trust and has engaged in business
17 activities on behalf of the trust within the state of Nevada, with Nevada business entities, and
18 with Nevada residents.

19 8. Defendant Cloud Nine Aviation Pension Trust is a trust. Dr. Gillis is a trustee of
20 the Cloud Nine Aviation Pension Trust and has engaged in business activities on behalf of the
21 trust within the state of Nevada, with Nevada business entities, and with Nevada residents.

22 9. Defendant Joanna L. Gillis is an individual, who on information and belief is a
23 resident of California and has engaged in business activities within the state of Nevada, with
24 Nevada business entities, and with Nevada residents.

25 10. Defendant Jeff B. Gillis, is an individual, who on information and belief is a
26 resident of California and has engaged in business activities within the state of Nevada, with
27 Nevada business entities, and with Nevada residents.

28 11. DOES 1-10 and ROES 1-10 inclusive may be individuals, corporations,

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1 associations, partnerships, subsidiaries, holding companies, owners, predecessors or successor
2 entities, joint ventures, parent corporations, shareholders, Officers, Directors, or related entities
3 of the above Captioned Defendants, inclusive, whose true names and identifies and capacities are
4 unknown to Plaintiff at this time. Each of said fictitiously named Defendants participated in
5 some manner and is in some way liable or responsible to Performance on the facts hereinafter
6 alleged and caused injuries and damages proximately thereby. At such time as the DOE/ROE
7 Defendants' true names, identities, and capacities become known to Plaintiff, Plaintiff will ask
8 leave of this Court to amend this Complaint to substitute true names and capacities.

9 12. Plaintiff is informed and believes and thereon alleges that each of the Defendants
10 acted as an agent, employee, or representative of each of the other Defendants, and in doing the
11 acts alleged below, was acting in the course and scope of such agency, employment and/or
12 representation.

13 **GENERAL ALLEGATIONS**

14 13. On or about August 7, 2006, Southwick, acting in concert with Dr. Gillis,
15 represented to Shapiro that if Shapiro purchased certain beneficial interests ("Beneficial
16 Interests") in two promissory notes from Dr. Gillis for a purchase price of \$1,240,000, that
17 Southwick would purchase those same Beneficial Interests from Shapiro within thirty days at a
18 purchase price of \$1,440,000.

19 14. On or about August 10, 2006, Dr. Gillis, acting in concert with Southwick,
20 represented that he would sell to Shapiro a 2.8403318% interest in a promissory note dated June
21 26, 2003 with a principal sum of \$40,000,000 ("Siena Vista Note").

22 15. Dr. Gillis, acting in concert with Southwick, further represented that the Bruce S.
23 Gillis, M.D., M.P.H., Inc. Pension Trust would sell Shapiro a .4% interest in a promissory note
24 dated January 19, 2001 with a principal sum of \$25,000,000 ("Siena Office Park Note"). As a
25 result of that purchase, Shapiro was to receive monthly payments of rents and leases prorated
26 according to his beneficial interest in the Siena Office Park Note, and by virtue of an
27 Assignment of Rents and Leases for a property known as the Siena Office Park.

28 16. Southwick and Dr. Gillis further represented to Shapiro that the interest payments

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1 due under the Siena Vista Note and Siena Office Park Note were current, as were the rents and
2 lease payments under the Siena Office Park Note, and that Shapiro would receive a title
3 insurance endorsement from Stewart Title of Nevada covering said Beneficial Interests when the
4 sale closed.

5 17. Southwick and Dr. Gillis represented to Shapiro that Dr. Gillis needed to sell the
6 Beneficial Interests to Shapiro in order to create liquidity so that Dr. Gillis could make an
7 additional investment of \$12,000,000 with Southwick or Southwick-controlled entities.

8 18. Southwick and Dr. Gillis represented that Southwick or Southwick-controlled
9 entities would purchase the Beneficial Interests from Shapiro using funds from the forthcoming
10 \$12,000,000 investment.

11 19. Relying upon the representations of Southwick and Dr. Gillis, Shapiro wired
12 \$1,240,000 to Stewart Title for disbursement to Dr. Gillis in exchange for the Beneficial
13 Interests. On or about August 17, 2006, said funds were distributed to Dr. Gillis, at his direction,
14 in the following manner: \$1,166,583 to the Bruce S. Gillis, M.D., M.P.H., Inc. Pension Trust;
15 \$37,450 to the Cloud Nine Aviation Pension Trust; \$10,700 to Joanna L. Gillis, and \$21,400 to
16 Jeff B. Gillis.

17 20. Stewart Title has refused and continues to refuse to issue a title insurance
18 endorsement on the Siena Vista Note, which fact was known to Southwick and Dr. Gillis prior to
19 the closing of the said sale.

20 21. In reliance upon the representations made to him by Southwick and Dr. Gillis, and
21 at the direction of Southwick, Shapiro contracted to sell the Beneficial Interests to SV Lending
22 and One Mortgage for \$1,440,000. A true and accurate copy of that August 16, 2006 contract is
23 attached as Exhibit A (hereinafter "Contract").

24 22. Southwick personally guaranteed the performance of SV Lending and One
25 Mortgage pursuant to the Contract.

26 23. The Contract called for the closing to occur within thirty days of Shapiro
27 acquiring the Beneficial Interests from Dr. Gillis, or no later than September 16, 2006.

28 24. SV Lending, One Mortgage, and Southwick have materially breached the

1 Contract by failing to close pursuant to their obligations thereto, although demand therefore has
2 been duly made.

3 **FIRST CAUSE OF ACTION**

4 **(Breach of Contract Against SV Lending, One Mortgage, and Southwick)**

5 25. Shapiro incorporates by reference paragraphs 1 through 24.

6 26. At all relevant times, Shapiro has performed or has been ready, willing, and able
7 to perform as required by the Contract.

8 27. The Contract was supported by good and valuable consideration and is fully
9 enforceable between the parties.

10 28. SV Lending, One Mortgage, and Southwick have breached the Contract by failing
11 to take such steps as are necessary to purchase the Beneficial Interests from Shapiro.

12 29. Shapiro is entitled to specific performance of the Contract or, in the alternative,
13 Shapiro has been damaged and is entitled to compensatory damages and other relief according to
14 proof in an amount in excess of \$10,000.

15 30. Shapiro has been compelled to retain legal counsel to prosecute this action and is
16 entitled to an award of attorneys' fees and costs of suit herein.

17 **SECOND CAUSE OF ACTION**

18 **(Breach of the Implied Covenant of Good Faith and Fair Dealing Against SV Lending, One
19 Mortgage, and Southwick)**

20 31. Shapiro incorporates by reference paragraphs 1 through 30.

21 32. There is implied in every contract, including the Contract, an implied covenant of
22 good faith and fair dealing.

23 33. SV Lending, One Mortgage, and Southwick have failed to deal fairly with and act
24 in good faith towards Shapiro and have acted to deliberately contravene the intention and spirit
25 of the Contract so that Shapiro's justifiable expectations have been denied.

26 34. As a result of Southwick's conduct, Shapiro has been damaged and is entitled to
27 compensatory damages and other relief according to proof in an amount in excess of \$10,000.

28 35. Shapiro has been compelled to retain legal counsel to prosecute this action and is

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1 entitled to an award of attorneys' fees and costs of suit herein.

2 **THIRD CAUSE OF ACTION**

3 **(Fraud Against Southwick and Dr. Gillis)**

4 36. Shapiro incorporates by reference paragraphs 1 through 35.

5 37. In inducing Shapiro to purchase the Beneficial Interests from Dr. Gillis,
6 Southwick and Dr. Gillis made fraudulent statements and omissions that have resulted in
7 damages to Shapiro.

8 38. Southwick and Dr. Gillis represented that Southwick or Southwick-controlled
9 entities purchase the Beneficial Interests from Shapiro using proceeds from a forthcoming
10 \$12,000,000 investment from Dr. Gillis.

11 39. Southwick and Dr. Gillis represented that the interest payments and the rents and
12 leases payments under the Siena Office Park Note were current.

13 40. In making these representations and omissions, Southwick and Dr. Gillis intended
14 to induce Shapiro to purchase the Beneficial Interests from Dr. Gillis and to enter the Contract.

15 41. At the time of making these representations, Southwick and Dr. Gillis knew that
16 the representations were not true, or had insufficient basis for making the representation.

17 42. Shapiro reasonably, justifiably, and detrimentally relied on Southwick's and Dr.
18 Gillis's representations to purchase, in the first instance, the Beneficial Interests from Dr. Gillis
19 and to agree to enter the Contract.

20 43. As a result of Southwick's and Dr. Gillis's conduct, Shapiro has been damaged
21 and is entitled to compensatory damages and other relief according to proof in an amount in
22 excess of \$10,000.

23 44. The conduct of the Southwick and Dr. Gillis as alleged herein was intentionally
24 deceitful, malicious and in conscious disregard of Shapiro rights, entitling Shapiro to an award of
25 exemplary and punitive damages.

26 45. Shapiro has been compelled to retain legal counsel to prosecute this action and is
27 entitled to an award of attorneys' fees and costs of suit herein.

28 ///

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FOURTH CAUSE OF ACTION

(Negligent Misrepresentation Against Southwick and Dr. Gillis)

46. Shapiro incorporates by reference paragraphs 1 through 45.

47. In conducting business with Shapiro and in conducting a transaction in which they had a pecuniary interest, Southwick and Dr. Gillis supplied false information for the guidance of Shapiro.

48. Southwick and Dr. Gillis represented that Dr. Gillis intended to make an additional \$12,000,000 investment with Southwick or Southwick-controlled entities.

49. Southwick and Dr. Gillis represented that Dr. Gillis needed to free up liquidity and that he needed to create the appearance of an arm's length transaction.

50. Southwick represented that he would purchase the Beneficial Interests from Shapiro using funds from the \$12,000,000 investment from Dr. Gillis.

51. Southwick and Dr. Gillis represented that interest payments pursuant to the Siena Office Park Note were current.

52. Southwick and Dr. Gillis failed to exercise reasonable care or competence in making these representations to Shapiro.

53. Shapiro justifiably relied on the representations made by Southwick and Dr. Gillis.

54. As a result of Southwick's and Dr. Gillis's conduct, Shapiro has been damaged and is entitled to compensatory damages and other relief according to proof in an amount in excess of \$10,000.

55. Shapiro has been compelled to retain legal counsel to prosecute this action and is entitled to an award of attorneys' fees and costs of suit herein.

FIFTH CAUSE OF ACTION

(Civil Conspiracy Against Southwick and Dr. Gillis)

56. Shapiro incorporates by reference paragraphs 1 through 55.

57. Southwick and Dr. Gillis conspired together and maliciously and willfully agreed among themselves to enter into a scheme to engage in the acts alleged above to induce Shapiro to

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1 purchase the Beneficial Interests from Dr. Gillis and to enter the Contract.

2 58. Southwick and Dr. Gillis engaged in the acts and conduct alleged hereinabove,
3 and that all such acts and things were participated in and done by Southwick and Dr. Gillis,
4 pursuant to the conspiracy and for the purposes of causing the wrongful acts described herein to
5 be carried out.

6 59. As a result of Southwick's and Dr. Gillis's conduct, Shapiro has been damaged
7 and is entitled to compensatory damages and other relief according to proof in an amount in
8 excess of \$10,000.

9 60. The conduct of the Southwick and Dr. Gillis as alleged herein was intentionally
10 deceitful, malicious and in conscious disregard of Shapiro rights, entitling Shapiro to an award of
11 exemplary and punitive damages.

12 61. Shapiro has been compelled to retain legal counsel to prosecute this action and is
13 entitled to an award of attorneys' fees and costs of suit herein.

14 **SIXTH CASE OF ACTION**

15 **(Violation of NRS 90.570 Against Southwick)**

16 62. Shapiro incorporates by reference paragraphs 1 through 61.

17 63. The Beneficial Interests that Shapiro purchased from Dr. Gillis, as arranged and
18 facilitated by Southwick, constitute securities as defined by NRS 90.925.

19 64. In violation of NRS 90.570 and in connection with the offer to arrange for the sale
20 of the Beneficial Interests from Dr. Gillis to Shapiro, Southwick made untrue statements of
21 material facts, or omitted to state a material fact necessary in order to make the statements made
22 not misleading in the light of the circumstances under which they were made.

23 65. Southwick arranged and facilitated the transaction between Shapiro and Gillis
24 through acts, practices, or courses of business that operated a fraud or deceit upon Shapiro.

25 66. Southwick represented that he or Southwick-controlled entities would purchase
26 the Beneficial Interests from Shapiro using funds from a forthcoming \$12,000,000 investment
27 from Dr. Gillis.

28 67. Southwick represented that interest payments under the Siena Office Park Note

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1 were current.

2 68. Southwick failed to disclose that the Siena Office Park Note was the subject of
3 litigation in Clark County, Nevada.

4 69. Southwick failed to disclose that Stewart Title would not issue an endorsement on
5 the Siena Vista Note title insurance policy.

6 70. Southwick failed to disclose that he and a Southwick-controlled entity were the
7 subjects of a previous investigation into violations of Nevada's securities laws.

8 71. Shapiro is entitled to a private cause of action pursuant to NRS 90.660.

9 72. As a result of Southwick's conduct, Shapiro has been damaged and is entitled to
10 compensatory damages and other relief according to proof in an amount in excess of \$10,000.

11 73. Shapiro has been compelled to retain legal counsel to prosecute this action and is
12 entitled to an award of attorneys' fees and costs of suit herein.

13 **SEVENTH CAUSE OF ACTION**

14 **(Violation of NRS 90.310 Against Southwick)**

15 74. Shapiro incorporates by reference paragraphs 1 through 73.

16 75. In arranging for the transaction between Dr. Gillis and Shapiro wherein Shapiro
17 purchased from Dr. Gillis the Beneficial Interests, Southwick was engaged in the business of
18 effecting transactions in securities.

19 76. Southwick was acting as a broker-dealer as defined by NRS 90.220.

20 77. Southwick was not licensed as a broker-dealer by the Securities Division of the
21 Office of the Nevada Secretary of State.

22 78. By engaging in the business of effecting transactions in securities without being a
23 licenses broker-dealer, Southwick violated NRS 90.310.

24 79. Shapiro is entitled to a private cause of action pursuant to NRS 90.660.

25 80. As a result of Southwick's conduct, Shapiro has been damaged and is entitled to
26 compensatory damages and other relief according to proof in an amount in excess of \$10,000.

27 81. Shapiro has been compelled to retain legal counsel to prosecute this action and is
28 entitled to an award of attorneys' fees and costs of suit herein.

EIGHTH CAUSE OF ACTION

(Rescission Against Bruce S. Gillis, M.D., M.P.H., Inc. Pension Trust, Cloud Nine Aviation Pension Trust, Joanna L. Gillis, and Jeff B. Gillis)

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82. Shapiro incorporates by reference paragraphs 1 through 81.

83. At all relevant times, Dr. Gillis was acting as a the trustee for the Bruce S. Gillis, M.D., M.P.H., Inc. Pension Trust and the Cloud Nine Aviation Pension Trust.

84. At all relevant times, Dr. Gillis was acting as an agent or representative of Joanna L. Gillis and Jeff B. Gillis.

85. Dr. Gillis and Southwick led Shapiro to believe that Dr. Gillis needed liquidity to make an additional \$12,000,000 investment with Southwick or Southwick-controlled entities.

86. Southwick and Dr. Gillis led Shapiro to believe that Southwick would purchase the Beneficial Interests from Shapiro using a portion of the forthcoming \$12,000,000 investment from Dr. Gillis.

87. Southwick and Dr. Gillis led Shapiro to believe that interest payments pursuant to the Siena Office Park Note were current.

88. Shapiro later learned that Dr. Gillis did not make the \$12,000,000 investment.

89. Shapiro later learned that interest payments were not current.

90. Had Shapiro known that Dr. Gillis's commitment to make the \$12,000,000 investment was tenuous, Shapiro would not have purchased the Beneficial Interests from Dr. Gillis in the first place.

91. Had Shapiro known that interest payments were not current, Shapiro would not have purchased the Beneficial Interests from Dr. Gillis in the first place.

92. Shapiro's belief that Dr. Gillis was certain to make the additional \$12,000,000 investment was a mistake of which Dr. Gillis had reason to know of the mistake.

93. Shapiro also believed that the Siena Vista Note was eligible for an endorsement in his behalf on the title insurance policy.

94. Shapiro later learned that Stewart Title refused to issue an endorsement on the Siena Vista Note title insurance policy.

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1 entitled to an award of attorneys' fees and costs of suit herein.

2 **TENTH CAUSE OF ACTION**

3 **(Breach of Fiduciary Duty Against Stewart Title)**

4 106. Shapiro incorporates by reference paragraphs 1 through 105.

5 107. There is a special relationship of trust, reliance, and fiduciary duty between
6 Stewart Title and Shapiro.

7 108. As a title agent and escrow agent, Defendant Stewart Title owes fiduciary duties
8 to act in the best interest of Shapiro and to avoid action that it knows will adversely impact
9 Shapiro.

10 109. Stewart Title has breached its fiduciary duties owed to Shapiro.

11 110. As a result of Stewart Title's conduct, Shapiro has been damaged and is entitled
12 to compensatory damages and other relief according to proof in an amount in excess of \$10,000.

13 111. Shapiro has been compelled to retain legal counsel to prosecute this action and is
14 entitled to an award of attorneys' fees and costs of suit herein.

15 **CONCLUSION**

16 Based on the foregoing, Shapiro respectfully requests judgment as follows:

- 17 a. For specific performance compelling SV Lending, One Mortgage, and
- 18 Southwick to comply with the Contract and conclude the sale of the
- 19 Beneficial Interests;
- 20 b. For general, consequential, incidental, exceptional, punitive, and special
- 21 damages in excess of \$10,000;
- 22 c. For an award of attorneys' fees and costs;
- 23 d. For an award of interest running from the time of service of this
- 24 Complaint, as allowed by NRS 17.130, and from the time the monies were
- 25 due, as allowed by NRS 99.040;

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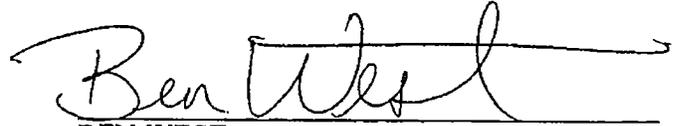
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e. For such other relief as the Court deems appropriate.

Dated this 14 day of November, 2006.

**SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON**



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Exhibit A

Exhibit A

AGREEMENT TO PURCHASE UNDIVIDED BENEFICIAL INTERESTS

This Agreement to Purchase an Undivided Beneficial Interest ("Agreement") is entered into this ____ day of August, 2006 by and between Steven Shapiro (hereinafter referred to as "Seller"), whose address is 360 Madison Avenue, 21st Floor, New York, NY 10017 and SV Lending, LLC, a Nevada limited liability company and One Mortgage Ltd., Inc, a Utah corporation (collectively the "Purchaser") whose address is 861 Coronado Center Drive, Suite 222, Henderson, Nevada 89052.

RECITALS

WHEREAS, Seller is the owner of undivided beneficial ownership interests as a Lender and/or Beneficiary in two certain Secured Promissory Notes listed as follows: First, a 2.8403318% undivided beneficial ownership of Siena Vista Promissory Note ("Note 1") dated June 26, 2003 in the principal sum of Forty Million Dollars (\$40,000,000) with SV Assets, LLC, a Nevada limited liability company with offices at 861 Coronado Center Drive, Suite 222, Henderson, Nevada 89052, being the designated "Borrower" therein and Second, a 0.4000000% undivided beneficial ownership of Siena Office Park Promissory Note ("Note 2") dated January 18, 2001 in the principal sum of Twenty Five Million Dollars (\$25,000,000) with Siena Office Park, LLC, a Nevada limited liability company with offices at 861 Coronado Center Drive, Suite 222, Henderson, Nevada 89052, being the designated "Borrower" therein. The Note, Deed of Trust, and other documents evidencing a lien against property(s) commonly known as the Siena Vista and Siena Office Park located in Henderson, Nevada as more specifically described on the attached Exhibit A - Legal Description (Siena Vista and Siena Office Park); and

1. **AGREEMENT TO PURCHASE.** Subject to the terms and conditions hereof, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, the Seller's undivided beneficial interest listed above in Note 1 and Note 2 ("Seller's Interest").

2. **PURCHASE PRICE.** The purchase price of the Seller's Interest will be ONE MILLION FOUR HUNDRED FORTY THOUSAND DOLLARS (\$1,440,000) plus any accrued interest thereon (the "Purchase Price").

3. **CLOSING DATE.** The closing date for the purchase and the sale of the Seller's Interest shall take place on or before, but in no event later than 30 calendar days from the date of purchase by Seller of the two Notes described herein. The actual closing shall, at Seller's option, be (i) by telephone and (ii) confirmed by letter or wire as the parties shall agree or (iii) conducted in person, at such a place as the parties shall agree. Said closing shall be subject to Purchaser receiving the closing documents, as specified in Paragraph 4 of this Agreement. Subject to the foregoing conditions, Purchaser shall pay to Seller on the Closing Date, the

Purchase Price with respect to the Seller's Interest, by wire transfer of immediately available funds, to an account designated by the Seller.

4. CLOSING DOCUMENTS. The closing documents shall consist of a form of an Assignment of Note and a form of an Assignment of Deed of Trust from Seller to the Purchaser ("Assignments") or such other documents as the Purchaser may otherwise reasonably direct, which Assignments shall be in a form and substance acceptable for recording in the appropriate public office. Seller agrees, at Purchaser's option, to execute such Assignments prior to the Closing Date, which Assignments will then be placed in a third party escrow acceptable to both parties.

5. ASSIGNMENTS. Seller may freely transfer, assign, pledge, hypothecate and/or convey his interest in this Agreement to any other person, trust or entity sanctioned and/or created by law. If a transfer has been completed, the transferee shall be likewise bound by all the terms and conditions of this Agreement and shall receive all the rights and benefits thereof.

6. SUCCESSORS IN INTEREST. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors, assigns, heirs, executors and administrators.

7. ADDITIONAL DOCUMENTATION. The parties agree to execute such other documents and perform such other acts as may be reasonably necessary or desirable to assist said parties in carrying out their duties, responsibilities and obligations under this Agreement.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, applicable to contracts entered into and to be performed entirely within the State, except where the laws of the United States are applicable or provide otherwise.

9. ARBITRATION/ATTORNEY'S FEES. If any controversy, disagreement, demand or claim arises out of this Agreement, or the interpretation thereof, and the same cannot be amicably settled by the parties hereto, if both said parties so agree, then said controversy, disagreement, demand or claim may be settled by arbitration in accordance with and pursuant to the rules of the American Arbitration Association then in effect, and judgment on the award issued thereby may be entered in any court having proper jurisdiction thereof. Should the parties initiate an arbitration proceeding with respect to this Agreement, said proceedings shall be commenced and heard in Las Vegas, Nevada, and all costs and expenses thereof including actual attorney's fees, shall be due and owing by the non-prevailing party to the party who prevails therein, whether or not the arbitration proceeds to a final determination or judgment. If the parties do not agree to arbitrate as herein set forth, and if either party files an action or brings any type of adversary proceeding against the other, that in any way arises out of this Agreement, then in such event, the prevailing party shall be entitled to recover as an element of his costs of suit, and not as damages, reasonable attorney's fees, whether fixed by the court

or otherwise. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment.

10. NOTICES. Any notice, demand or communication required or permitted hereunder, shall be deemed effectively given when mailed by registered or certified mail, first class postage prepaid, return receipt requested, addressed to those parties at those addresses appearing in the heading of this Agreement, or to such other addresses as said parties may hereafter designate in writing.

11. HEADINGS AND SEVERABILITY. The headings used herein are for the purposes of convenience only and shall not be used in construing the provisions hereof. Further, the provisions of this Agreement shall be deemed severable, the invalidity or unenforceability of any one or more of them, shall not affect the validity or enforceability of the remainder.

12. ENTIRE AGREEMENT AND AMENDMENT. This document presents the full and entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and to the extent inconsistent therewith, supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. No party hereto shall be liable or bound to any other person or entity, in any manner whatsoever, by any representations, warranties, covenants or conditions, except as specifically set forth herein. Any and all amendments, modifications, additions or deletions to this Agreement shall be null and void, unless approved by all parties in writing. Further, no waiver of any term or provision of this Agreement shall be valid, unless the same is in writing and likewise signed by all parties hereto.

13. COUNTERPARTS. For the purpose of facilitating the execution of this Agreement, this Agreement may be executed in any number of counterparts. Each counterpart shall be deemed to be an original and all such counterparts shall constitute one and the same instrument.

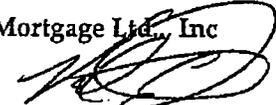
IN WITNESS WHEREOF, Seller and Purchaser have caused their names to be signed hereto, as of the date first written above.

Purchaser:
SV Lending, LLC
By: Oxford First Capital, LLC

Seller:
Steven Shapiro

By: 
Name: Val E. Southwick
Title: manager

By: _____
Steven Shapiro

One Mortgage Ltd., Inc
By: 
Name: Val E. Southwick
Title: President

I, Val E. Southwick, hereby personally guarantee all obligations of SV Lending, LLC and Siena Office Park, LLC, under this Agreement.


Val E. Southwick

Initial _____
