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ORDER

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BOOK 4 22 PAGE 261

04/16/2015 JRC

DICKERSON, DICKERSON, CONSUL
& POCKER
DOUGLASS A. MITCHELL, ESQ.
Nevada Bar No. 003775
777 North Rainbow Boulevard, Suite 350
Las Vegas, Nevada 89107
(702) 388-8600

Attorneys for Plaintiffs
APN: 005-470-42 + 005-170-06

FILED

AUG 12 2 52 PM '05

Ashley B. Langston
CLERK

DISTRICT COURT
CLARK COUNTY, NEVADA

DAVID F. CHARLES, M.D.;
MARGARET B. CHARLES; ASHLEY
PLACE CORPORATION a/k/a ASHLEY
PLACE, INC., a Colorado corporation;
NUVU, INC. a/k/a NU VU, INC., a
Nevada corporation,

Plaintiffs,

WELLS FARGO BANK, TRUSTEE OF
THE DAVID F. CHARLES, M.D. IRA
ACCOUNT, et al.,

Involuntary Plaintiff,

vs.

DORSEY-CAPRICORN PARTNERS
a/k/a DORSEY-CAPRICORN
PARTNERSHIP, a Nevada general
partnership; DENNIS B. ROBERTS, an
individual; et al.

Defendants.

CASE NO.: A377547
DEPT. NO.: XX
DOCKET NO.: J

CASE NO.: A387930
DEPT. NO.: XX
DOCKET NO.: L

Consolidated Case: A377547

AND RELATED CROSS ACTIONS.

STIPULATION AND ORDER TO APPROVE NATO FUND ASSIGNMENT

1 **STIPULATION AND ORDER TO APPROVE NATO FUND ASSIGNMENT**

2
 3 Arnold George Dorsey, by and through his attorneys Alan Wilken, Esq., of the law firm
 4 of Loeb & Loeb LLP and T. James Truman, Esq., of the law firm of T. James Truman &
 5 Associates; the Capricorn II, 1989 Trust, Dennis Roberts, Trustee, Dennis Roberts, individually,
 6 and the Capricorn I, 1983 Trust, S. Myron Klarfeld, Trustee, by and through their attorneys
 7 Douglass A. Mitchell, Esq., of the law firm of Dickerson, Dickerson, Consul & Pocker; Sherry
 8 Van Mindeno, by and through her attorney, Kirby R. Wells, Esq., of the law firm of Kirby Wells
 9 & Associates; Michael C. Lantz, CPA, Receiver of Dorsey-Capricorn Partners ("Receiver"), by
 10 and through his attorney, Daryl E. Martin, Esq., of the law firm of Kevin B. Christensen, Chtd.;
 11 Nina Roberts, by and through her attorney, Geoffrey Potts, Esq.; and Nato Fund, Inc., a Nevada
 12 corporation ("Nato Fund"), enter into this Stipulation with reference to the following facts:

13 RECITALS

14 A. Dorsey-Capricorn Partners currently owns the 20 parcels of real estate described
 15 in Paragraph 1, below (individually, "Parcel;" collectively, "DCP Real Estate").

16 B. On June 22, 2005, the Court entered an Order approving (i) the sale of the 13
 17 parcels of DCP Real Estate to the Nato Fund, Inc. at the prices stated in Paragraph 1 ("Nato
 18 Parcels"); (ii) the sale of 5 parcels of DCP Real Estate to Nina Roberts at the prices stated in
 19 Paragraph 2 ("N. Roberts Parcels"); and (iii) the auction of 2 parcels of DCP Real Estate under
 20 terms and conditions specified in the June 22, 2005 Order ("Auctions Parcels").

21 C. The Nato Fund desires to assign its right, title, and interest to the Nato Parcels to
 22 the Nato Fund, Ebrahim Kahrobai, Masoud Isaac Kahrobaie, and Nilofar Kahrobai pursuant to the
 23 terms of the July 21, 2005 Assignee Instructions attached hereto as Exhibit "1" ("Nato
 24 Assignment").

25 D. A dispute has arisen relating to the validity of a \$275,000 Deed of Trust recorded
 26 in favor of Nina Roberts ("N. Roberts Deed") on the DCP Real Estate Parcel located at 4241
 27 South Nellis Boulevard, Las Vegas, Nevada ("Hogan Clinic Property").
 28

1 E. By this Stipulation, the parties agree to the following and request that the Court
2 approve them.

3 **AGREEMENT**

4 I. Each Parcel of DCP Real Estate, except the Auction Parcels, shall be sold to the
5 person identified below as "Buyer" at the "Price" stated:

<u>PARCEL DESCRIPTION</u>	<u>PARCEL NO.</u>	<u>BUYER</u>	<u>PRICE</u>
4241 S. Nellis (0.44 acres)	161-20-502-014	Nato Fund	\$1,267,500
½ Windmill Lane (1.93 acres)	177-09-805-010	Nato Fund	\$411,938
5000 Boulder Hwy. (0.53 acres)	161-20-502-013	Nina Roberts	\$360,750
3173 Sunset/Tomiyasu (1.30 acres)	177-01-501-003	Nato Fund	\$667,875
Monte Cristo & Merranto (2.50 acres)	176-22-301-004	Nato Fund	\$492,375
Virgin River (5.00 acres)	040-24-801-009	Nato Fund	\$34,125
Virgin River (0.63 acres)	040-13-701-041	Nato Fund	\$4,290
Virgin River (0.63 acres)	040-13-701-042	Nato Fund	\$4,290
Virgin River (1.25 acres)	040-13-701-043	Nato Fund	\$8,483
Virgin River (0.63 acres)	040-13-701-044	Nato Fund	\$4,290
Searchlight Hwy. (0.20 acres)	243-34-501-012	Nina Roberts	\$2,974
Cold Creek (1.25 acres)	092-25-000-011	Nina Roberts	\$61,425
Cold Creek Lot #9 (0.47 acres)	096-06-210-009	Nina Roberts	\$54,600
½ Cold Creek Lot #131 (0.50 acres)	095-01-711-044	Nina Roberts	\$20,000
Pahrump III (3140 S. Prospector) (1.00 acres)	028-683-01	Nato Fund	\$35,100
Pahrump II (2630 Charleston Prk.) (1.00 acres)	036-213-18	Nato Fund	\$56,550
Eureka, NV (80.00 acres)	5-170-06	Nato Fund	\$13,650
Eureka II (40.00 acres)	5-470-42	Nato Fund	\$7,020

2. The Auction Parcels shall be auctioned pursuant to the terms of the June 22, 2005

Order:

<u>PARCEL DESCRIPTION</u>	<u>PARCEL NO.</u>	<u>BUYER</u>	<u>PRICE</u>
Cold Creek Lot #90 (0.63 acres)	096-06-310-039	Nina Roberts	\$60,000
Pahrump IV (1031 S. Bannavitch) (1.70 acres)	028-491-01	Nato Fund	\$65,000

3. The Parties consent to, and ask the Court to enter an Order approving, the Nato Assignment.

4. The Receiver shall place \$275,000 from the proceeds of the sale of the Hogan Clinic Property into a segregated interest bearing account pending further order of the Court resolving the dispute concerning the N. Roberts Deed.

5. The date by which Nina Roberts must close escrow on the N. Roberts Parcels shall be extended to 30 days after the Court enters an Order resolving the dispute concerning the N. Roberts Deed.

Dated this ____ day of August, 2005.

KIRBY WELLS & ASSOCIATES

DICKERSON, DICKERSON, CONSUL
& POCKER

By: 

By: 

KIRBY R. WELL, ESQ.
Nevada Bar No.:001666
6900 Westcliff Drive
Suite 710
Las Vegas, Nevada 89145

DOUGLASS MITCHELL, ESQ.
Nevada Bar No.:003775
777 North Rainbow Boulevard
Suite 350
Las Vegas, Nevada 89107

1 KEVIN B. CHRISTENSEN,
2 CHARTERED

3 By: DEM. #6735
4 KEVIN B. CHRISTENSEN, ESQ.
5 Nevada Bar No. 000175
6 7440 W. Sahara Ave.
7 Las Vegas, NV 89117

T.J. TRUMAN & ASSOCIATES

By: [Signature]
8 JAMES TRUMAN, ESQ.
9 Nevada Bar No. 003620
10 3654 N. Rancho Drive
11 Las Vegas, NV 89130

12 AND

13 By: [Signature]
14 GEOFFREY POTTS, ESQ.
15 Nevada Bar No. 004032

16 ALAN WILKEN, ESQ.
17 Loeb & Loeb LLP
18 10100 Santa Monica Blvd.
19 22nd Floor
20 Los Angeles, CA 90067

21 ORDER

22 After having read and considered the Parties' Stipulation to Approve the Nato Fund
23 Assignment, and good cause appearing,

24 IT IS HEREBY ORDERED that the Stipulation to Approve the Nato Fund Assignment is
25 approved.

26 IT IS FURTHER ORDERED that the assignment of the Nato Fund's right, title, and
27 interest to purchase the Nato Parcels to the Nato Fund, Ebrahim Kahrobai, Masoud Isaac
28 Kahrobai, and Nilofar Kahrobai pursuant to the terms of the July 21, 2005 Assignee Instructions is
confirmed.

IT IS FURTHER ORDERED that the Receiver place \$275,000 from the proceeds of the
sale of the Hogan Clinic Property into a segregated interest bearing account pending further
order of the Court.

1 IT IS FURTHER ORDERED that the date by which Nina Roberts must close escrow on
2 the N. Roberts Parcels shall be extended to 30 days after the Court enters an Order resolving the
3 dispute concerning the N. Roberts Deed.

4 Dated this 0 day of August, 2005.

5 **DAVID T. WALL**

6 DISTRICT COURT JUDGE

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CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE DOCUMENT ON FILE

2005 AUG 12 P 2:53

Shirley Robinson
CLERK

6

Exhibit "1"

COPY

ASSIGNEE INSTRUCTIONS

July 21, 2005

ESCROW NUMBER: 04161274-086-JR

Escrow Agent is hereby instructed and directed that the Assignee(s) in the above referenced escrow is/are to be NATO Fund, Inc., a Nevada Corporation, as to an undivided 40% interest and Ebrahim Kahrobai and Nilofar Kahrobai, husband and wife, as to an undivided 25% interest and Masoud Isaac Kahrobate, as to an undivided 10% and Parvin Victory, married woman as her sole and separate property as to an undivided 25% interest and you are hereby instructed to treat said assignee(s) in all respects as though they were the original purchaser(s) to said escrow.

The undersigned Assignor(s) by signature(s) below, hereby relinquish all of their right, title and interest in and to the subject escrow and the property to which it pertains, and assign all such rights to the herein named Assignees. Further, all funds heretofore deposited by Assignor(s) are hereby unconditionally transferred to the account of said Assignees without reimbursement to or collection for the account of the Assignor(s).

Each of the undersigned Assignees, jointly and severally, accepts the appointment as Assignee hereunder, and indicates that he or she has received, read, and approved the escrow instructions controlling this transaction, the June 22, 2005 Order entered by the Eighth Judicial District Court approving this transaction, and any other related documents thereto, and accepts and assumes all of the obligations of Buyer.

Assignor:

Nato Fund, Inc., a Nevada Corporation

By:
Its:

Assignee:

NATO Fund, Inc., Nevada Corporation

Bruce Y. Smith, President

Ebrahim Kahrobai

Masoud Isaac Kahrobate

Nilofar Kahrobai

Parvin Victory

ACCEPTANCE

Undersigned Seller hereby accepts Buyer/Assignee in place of Assignor as the substituted party to said escrow instructions, and agrees with Assignee to be bound by the terms of the escrow instructions in all respects, as if Assignee was originally named therein as a party in place of Buyer/Assignor.

Seller:

Capricorn II, 1989 Trust

A.G. Dorsey

By:
Its:

ASSIGNEE INSTRUCTIONS

July 21, 2005

ESCROW NUMBER: 04161281-086-JR

Escrow Agent is hereby instructed and directed that the Assignee(s) in the above referenced escrow is/are to be NATO Fund, Inc., a Nevada Corporation, as to an undivided 40% interest and Ebrahim Kahroba and Nilofar Kahroba, husband and wife, as to an undivided 25% interest and Masoud Isaac Kahroba, as to an undivided 10% and Parvin Victory, married woman as her sole and separate property as to an undivided 25% interest and you are hereby instructed to treat said assignee(s) in all respects as though they were the original purchaser(s) to said escrow.

The undersigned Assignor(s) by signature(s) below, hereby relinquish all of their right, title and interest in and to the subject escrow and the property to which it pertains, and assign all such rights to the herein named Assignees. Further, all funds heretofore deposited by Assignor(s) are hereby unconditionally transferred to the account of said Assignees without reimbursement to or collection for the account of the Assignor(s).

Each of the undersigned Assignees, jointly and severally, accepts the appointment as Assignee hereunder, and indicates that he or she has received, read, and approved the escrow instructions controlling this transaction, the June 22, 2005 Order entered by the Eighth Judicial District Court approving this transaction, and any other related documents thereto, and accepts and assumes all of the obligations of Buyer.

Assignor:

NATO Fund, Inc., a Nevada Corporation

By:
Its:

Assignee:

NATO Fund, Inc., a Nevada Corporation

Bruce Yasmer, President

Ebrahim Kahroba

Masoud Isaac Kahroba

Nilofar Kahroba

Parvin Victory

ACCEPTANCE

Undersigned Seller hereby accepts Buyer/Assignee in place of Assignor as the substituted party to said escrow instructions, and agrees with Assignee to be bound by the terms of the escrow instructions in all respects, as if Assignee was originally named therein as a party in place of Buyer/Assignor.

Seller:

Dorsey-Capricorn Partners, a Nevada Partnership

Dorsey-Capricorn Partners

By:
Its:

By:

ASSIGNEE INSTRUCTIONS

July 21, 2005

ESCROW NUMBER: 04161220-086-JR

Escrow Agent is hereby instructed and directed that the Assignee(s) in the above referenced escrow is/are to be NATO Fund, Inc., a Nevada Corporation, as to an undivided 40% interest and Ebrahim Kahrobai and Nilofar Kahrobai, husband and wife, as to an undivided 25% interest and Masoud Isaac Kahrobai, as to an undivided 10% and Parvin Victory, married woman as her sole and separate property, as to an undivided 25% interest and you are hereby instructed to treat said assignee(s) in all respects as though they were the original purchaser(s) to said escrow.

The undersigned Assignor(s) by signature(s) below, hereby relinquish all of their right, title and interest in and to the subject escrow and the property to which it pertains, and assign all such rights to the herein named Assignees. Further, all funds heretofore deposited by Assignor(s) are hereby unconditionally transferred to the account of said Assignees without reimbursement to or collection for the account of the Assignor(s).

Each of the undersigned Assignees, jointly and severally, accepts the appointment as Assignee hereunder, and indicates that he or she has received, read, and approved the escrow instructions controlling this transaction, the June 22, 2005 Order entered by the Eighth Judicial District Court approving this transaction, and any other related documents thereto, and accepts and assumes all of the obligations of Buyer.

Assignor:
NATO Fund, Inc., a Nevada Corporation

By: _____

Assignee:
NATO Fund, Inc., a Nevada Corporation

Bruce Yasnech, President

Ebrahim Kahrobai

Masoud Isaac Kahrobai

Nilofar Kahrobai

Parvin Victory

ACCEPTANCE

Undersigned Seller hereby accepts Buyer/Assignee in place of Assignor as the substituted party to said escrow instructions, and agrees with Assignee to be bound by the terms of the escrow instructions in all respects, as if Assignee was originally named therein as a party in place of Buyer/Assignor.

SELLERS:
Dorsey-Capricorn Partners

By:
Its:

Beatrice Litman

Hallie Litman Petersen

200939

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