

EXHIBIT A



American Arbitration Association
Dispute Resolution Services Worldwide

Please visit our website at www.adr.org if you would like to file this case online. AAA Case Filing Services can be reached at 877-495-4185.

COMMERCIAL ARBITRATION RULES
DEMAND FOR ARBITRATION

MEDIATION: If you would like the AAA to contact the other parties and attempt to arrange a mediation, please check this box.
There is no additional administrative fee for this service.

Name of Respondent Boles Schiller & Flexner LLP			Name of Representative (if known)		
Address 333 Main Street			Name of Firm (if applicable)		
			Representative's Address		
City Armonk	State NY	Zip Code 10504-	City	State	Zip Code
Phone No. (914) 749-8200		Fax No. (914) 749-8300	Phone No.		Fax No.
Email Address: dboles@bsflp.com			Email Address:		

The named claimant, a party to an arbitration agreement dated May 22, 2004, which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.

THE NATURE OF THE DISPUTE

Having paid Respondent approximately \$5,000,000.00 in legal fees, Claimant seeks a determination that Respondent is not entitled to another \$5,045,000.00 in hourly and contingency fees demanded by Respondent on the grounds, among others, that Respondent materially breached its legal obligations to Claimant, that Respondent and, particularly, lead counsel David Boles, abandoned its representation of Claimant and that the contingency fee demand is "disproportionate to the value of the services rendered."

Dollar Amount of Claim \$5,045,000.00	Other Relief Sought: <input type="checkbox"/> Attorneys Fees <input checked="" type="checkbox"/> Interest <input checked="" type="checkbox"/> Arbitration Costs <input type="checkbox"/> Punitive/ Exemplary <input type="checkbox"/> Other _____
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Amount Enclosed \$ 3,500.00 In accordance with Fee Schedule: Flexible Fee Schedule Standard Fee Schedule

PLEASE DESCRIBE APPROPRIATE QUALIFICATIONS FOR ARBITRATOR(S) TO BE APPOINTED TO HEAR THIS DISPUTE:

Hearing locale New York, NY (check one) Requested by Claimant Locale provision included in the contract

Estimated time needed for hearings overall: _____ hours or <u>3.00</u> days	Type of Business: Claimant <u>Property development</u> Respondent <u>Law Firm</u>
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Is this a dispute between a business and a consumer? Yes No Does this dispute arise out of an employment relationship? Yes No
If this dispute arises out of an employment relationship, what was/is the employee's annual wage range? Note: This question is required by California law. Less than \$100,000 \$100,000 - \$250,000 Over \$250,000

You are hereby notified that a copy of our arbitration agreement and this demand are being filed with the American Arbitration Association with a request that it commence administration of the arbitration. The AAA will provide notice of your opportunity to file an answering statement.

Signature (may be signed by a representative) <i>James W. Kennedy</i>	Date: 9/15/2010	Name of Representative James Kennedy and Steven Johnson			
Name of Claimant G.K. Las Vegas Limited Partnership and Sheldon Gordon		Name of Firm (if applicable) Kennedy Johnson Gallagher LLC			
Address (to be used in connection with this case) 6 Glenville St.		Representative's Address 99 Wall Street, 15th Floor			
City Greenwich	State CT	Zip Code 06831-	City New York	State NY	Zip Code 10005-
Phone No. (203) 618-1000		Fax No.	Phone No. (212) 248-2220		Fax No. (212) 248-0170
Email Address:		Email Address: jkennedy@kjglaw.com; sjohnson@kjglaw.com			

To begin proceedings, please send a copy of this Demand and the Arbitration Agreement, along with the filing fee as provided for in the Rules, to: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043. Send the original Demand to the Respondent.

May 22, 2004

Mr. Sheldon Gordon, President
Gordon Group Holdings, Ltd.
6 Glenville Street
Greenwich, CT 06830

Dear Mr. Gordon,

Re: *G.K. Las Vegas Limited Partnership ("GK Las Vegas") investment in The Forum Shop real estate developments in Las Vegas, Nevada ("The Forum Shops")*

We understand that Gordon Group Holdings, Ltd. is the General Partner of GK Las Vegas, that GK Las Vegas was a limited partner in Forum Developers Limited Partnership ("FDLP"), and that you are the President of Gordon Group Holdings, Ltd. Accordingly, we, Boies Schiller & Flexner LLP (the "Firm"), would be pleased to accept the representation of GK Las Vegas in an action in connection with its investment in FDLP and The Forum Shops developments in Las Vegas, Nevada, against the managing general partner of FDLP and its principals and assignees. We shall assume the role of determining the legal strategy, prosecuting any litigation, conducting discovery, and handling all other aspects of case management, which we understand you have asked Grant Gregory to coordinate. We also expect to work with your local Nevada counsel, Steve Morris, in pursuing this matter.

While we are pleased to discuss possibly representing you, we must make clear that: (1) we do not represent you unless and until a retention agreement is signed; (2) unless and until a retention agreement is signed we remain free to represent other parties adverse to you, including with respect to the subject matter of the potential representation; and (3) you should accordingly, not provide or share any confidential information with us unless and until a retention agreement is signed.

Fee Arrangement. For the contemplated representation by the Firm, we propose the following fee structure for our services:

GK Las Vegas will pay the Firm a one-time engagement fee of \$250,000, which shall be earned when paid and is non-refundable. GK Las Vegas will also pay hourly rates for the Firm's lawyers and other personnel, discounted to 80% of our standard fees.

In addition, in the event that a judge or jury awards a verdict in favor of GK Las Vegas, or the matter is otherwise successfully settled with a recovery for GK Las Vegas, GK Las Vegas shall pay the Firm a success fee to be calculated as follows:

- (a) for a recovery of \$200 million or less: 10% of the total recovery, less \$250,000;
- (b) for a recovery greater than \$200 million, but less than \$400 million: 20% of the total recovery, less \$250,000;

BOIES, SCHILLER & FLEXNER LLP

- (c) for a recovery of \$400 million or more: 25% for the total recovery above \$400 million, less \$250,000;
- (d) for a recovery of \$400 million or more achieved in less than two years: 30% of the total recovery, less \$250,000.

We believe this fee arrangement that has mutual benefits for both of us. It provides the upside that aligns our mutual interests, while also reducing our fee structure to you and requiring a smaller initial financial commitment by you than our standard engagement. (We note that successful recovery under The Forum Shop contractual documents allow for your recovery of reasonable attorney fees.)

Payment. The Firm will submit to you monthly fee and expense statements, which are payable upon receipt. The Firm will bill you fees based on the time devoted to our representation by the Firm's lawyers and other personnel under the arrangements described above.

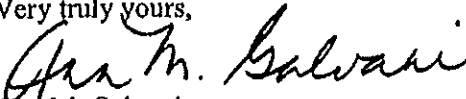
Firm Expenses. The Firm will bill you monthly for expenses and non-time charges based on the Firm's standard charges for travel, local transportation, document reproduction and imaging, witness and transcript expenses, computer research and other services, document handling and management services, telephone and facsimile transmission, filing fees, and other expenses.

Third Party Expenses. In respect of expenses and/or fees to outside vendors or others (the "Third Party Expenses"), such as consultants or experts, reasonably expected to exceed \$5,000, you agree to the direct payment by you. The Firm agrees to provide you reasonable advance notice of its intent to incur such expenses.

Disputes. We and you agree that any dispute arising out of or related to the retention or the Firm's representation will be resolved by binding arbitration.

I look forward to a successful relationship in the future on the terms outlined above. Please acknowledge your acceptance below and return an executed original of this engagement to me.

Very truly yours,


Amir M. Galvani

G.K. LAS VEGAS LIMITED PARTNERSHIP,
a California limited partnership

By: GORDON GROUP HOLDINGS, LTD,
its general partner

By: 
Sheldon Gordon, its President

BOIES, SCHILLER & FLEXNER LLP

Copy to:

W. Grant Gregory
Chairman, Gregory & Hoenemeyer
2 Greenwich Plaza, Suite 4
Greenwich, CT 06830

BOIES, SCHILLER & FLEXNER LLP

333 MAIN STREET • ARMONK, NY 10504 • PH. 914.749.8200 • FAX 914.749.8300

August 4, 2004

Mr. Sheldon Gordon
Gordon Group Holdings Ltd.
6 Glenville Street
Greenwich, CT 06830

Dear Mr. Gordon:

Per our agreement dated May 22, 2004, please remit the following:

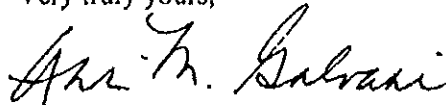
Invoice for Engagement Fee of GK Las Vegas LP
In Connection with The Forum Shops Matter

Engagement Fee Payable Upon Receipt, Per Agreement, dated May 22, 2004 between Boies, Schiller & Flexner LLP and GK Las Vegas Limited Partnership.....	<u>\$250,000.00</u>
Total Amount Due:	\$250,000.00

Please note that this invoice is payable upon receipt. The Taxpayer Identification Number for Boies, Schiller and Flexner LLP is 65-116-0056.

All payments by check for services rendered and all billing correspondence should be sent to my attention at our West Palm Beach Office (6450 Belvedere Road, West Palm Beach, Florida, 33413). All wire-transfers for payments related to services rendered in 2004, should be sent to the Firm's account at Wachovia (formerly, First Union National Bank), Routing No. 021101108, Account No. 2000012288122.

Very truly yours,



Ann M. Galvani

BOIES, SCHILLER & FLEXNER LLP

6450 BELVEDERE ROAD • WEST PALM BEACH, FL 33413 • T. 561.471.3111 • F. 561.615 4644

Invoice No. 61753

August 3, 2004

Invoice for Engagement Fee of GK Las Vegas LP
In Connection with The Forum Shops Matter

Engagement Fee Payable Upon Receipt, Per Agreement, dated May 22, 2004 between Boies, Schiller & Flexner LLP and GK Las Vegas Limited Partnership.....	<u>\$250,000</u>
Total Due:	\$250,000

November 5, 2008

Mr. Sheldon Gordon, President
Gordon Group Holdings, Ltd.
6 Glenville Street
Greenwich, CT 06830

Mr. W. Grant Gregory, Chairman
Gregory & Hoenemeyer
One Greenwich Office Park, North Building
Greenwich, CT 06831

Dear Sheldon and Grant,

This will confirm the following modifications to our retention agreement dated May 22, 2004

- (1) the Firm's success fee will be 10% of the total recovery, and
- (2) GK Las Vegas will not pay hourly rates for Firm personnel other than personnel in the Firm's Las Vegas office.

Except as noted above, the terms of our May 22, 2004 retention agreement remain in effect (e.g., GK Las Vegas will continue to pay on a monthly basis hourly rates for the Firm's Las Vegas office personnel, discounted to 80% of our standard fees).

If the foregoing accurately states our agreement, please so indicate by signing on the line provided below.

Sincerely,


David Boies

Agreed: G.K. Las Vegas L.P.

By: 