

**Barrett Enterprises Group**  
**Moonlite Bunny Ranch**  
**Independent Contractor Hiring Package**

Start Date 01 / 05 / 2012

Contractor's Name Juthant Phokp.com

Position Working Girl

Rate of Pay Commission Rate - 50%

Room & Board \$25 per Day

**Forms Checklist**

Completed I.C. Information Sheet ✓

Completed Sheriff's Card Questionnaire ✓

I.R.S. Form W-9 ✓

Independent Contractor & Lease Agreement ✓

Independent Contractor Non-Compete Agreement ✓

Doctor's Clearance ✓

Sheriff's Card ✓

Door Plate ✓

Business Cards ✓

Management Approval

**Barrett Enterprises Group**  
**Moonlite Bunny Ranch**  
**Independent Contractor Information Sheet**

Date: 01/05/2012Name: Juthant PhokpisomAddress: [REDACTED]Phone: [REDACTED]Soc Sec #: [REDACTED]Current Place of Employment: Moonlite Bunny RanchPosition: Working GirlDate of Birth: 11 / 18 / 73Place of Birth: Bangkok ThailandSex: F Height: 154 Weight: 135Eye Color: Brown Hair: Brown

Person to be notified in case of emergency:

Name: ALAddress: [REDACTED]Relationship: Friend Phone: [REDACTED]Previous Work Permit Number: Where:  When: Have you ever been arrested?: No

(List all except traffic violations)

Date	Charge	City & State	Disposition

Last three (3) places of employment:

Name Used	Name of Business	City & State	Position Held
Jimi Lynn <del>Bunny Ranch</del>	Bunny Ranch	<del>Las Vegas</del> Carson City NV	Working Girl
Jimi Lynn	Bunny Ranch	Carson City NV	Working Girl
Jimi Lynn	Bunny Ranch	Carson City NV	Working Girl

**Barrett Enterprises Group**  
**Moonlite Bunny Ranch**  
**Sheriff's Card Questionnaire**

The following questions are relevant to the issuance of a Sheriff's work card and are to be answered honestly. If any question is found to have not been answered honestly, a position will not be offered.

Name: Jutharat Phokpicon

Date: 01/05/12

1. Have you ever been convicted of any crime involving the sale or furnishing of any controlled substance? Yes \_\_\_\_\_ No ☒
2. Have you been convicted of possession or use of a controlled substance in the last five (5) years? Yes \_\_\_\_\_ No ☒
3. Have you been convicted of a felony within the last five (5) years except as otherwise herein provided? Yes \_\_\_\_\_ No ☒
4. Have you been convicted of any crime involving embezzlement or misappropriation of funds within the last three (3) years? Yes \_\_\_\_\_ No ☒
5. Have you been convicted of petty theft or shoplifting with the last year? Yes \_\_\_\_\_ No ☒
6. Have you ever been convicted of any crime involving the use of a deadly weapon? Yes \_\_\_\_\_ No ☒
7. Have you willfully made any false statement or omission in this application form or any other? Yes \_\_\_\_\_ No ☒

If the answer to any of the above questions is Yes, please explain below in detail.

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Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

**Name (as shown on your income tax return)**  
Jutharat Phokpikorn

**Business name/disregarded entity name, if different from above**  
\_\_\_\_\_

**Check appropriate box for federal tax classification:**  
☒ Individual/sole proprietor    ☐ C Corporation    ☐ S Corporation    ☐ Partnership    ☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
☐ Other (see instructions) ▶ \_\_\_\_\_

**Address (number, street, and apt. or suite no.)**  
[REDACTED]

**City, state, and ZIP code**  
[REDACTED]

**List account number(s) here (optional)**  
\_\_\_\_\_

**Requester's name and address (optional)**  
\_\_\_\_\_

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**  
[REDACTED] - [REDACTED] - [REDACTED]

**Employer identification number**  
[REDACTED] - [REDACTED]

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    Signature of U.S. person ▶ [Signature]    Date ▶ 01/05/12

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

SIERRA NATIONAL CORPORATION  
BARRETT ENTERPRISES GROUP  
CHERRY PATCH, LLC  
MABEL'S, LLC  
AREA 51 DEATH VALLEY CATHOUSE LLC

INDEPENDENT CONTRACTOR AND LEASE  
AGREEMENT

This Independent Contractor and Lease Agreement (the "Lease Agreement") dated this 01 day of 05, 2012, is executed by and between Sierra National Corporation dba The Love Ranch; Barrett Enterprises Group dba Moonlite BunnyRanch; Cherry Patch, LLC dba Love Ranch / Cherry Patch; Mabel's LLC dba Dennis Hof's Cathouse; Area 51 Death Valley Cathouse LLC, dba Dennis Hof's Area 51/Death Valley Alien Cathouse, their subsidiaries, affiliates, successors or assigns (collectively the "Company") and Jutharat Phokpirom (print full real name), also sometimes known as Jimi Lynn (insert stage name) ("Independent Contractor" or "I.C."), located at [REDACTED]. (I.C.'s Home Address)

WHEREAS, Independent Contractor is engaged in the business of prostitution and/or adult entertainment, and desires to provide these services on the Company's premises.

WHEREAS, based on the nature of the relationship that the parties intend to establish, Company hereby engages Independent Contractor as an independent contractor and lessee.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties as herein contained, the parties hereto agree and contract as follows:

1. **Services.** Independent Contractor and the Company hereby agree that Independent Contractor will be permitted to provide prostitution services, as defined by NRS 201.295(4) as "engaging in sexual conduct for a fee," and/or adult entertainment for a fee (hereinafter "Services") at any of the Company's locations (the "Premises"). The Company's Premises are as follows:

- (a) Moonlite BunnyRanch  
69 Moonlite Road  
Mound House, NV 89706
- (b) The Love Ranch  
54 Kit Kat Road  
Mound House, NV 89706
- (c) Love Ranch / Cherry Patch  
Appaloosa Lane  
Pahrump/Crystal, NV 89060

- (d) Dennis Hof's Cathouse  
Ranch Road & Appaloosa Lane  
Pahrump/Crystal, NV 89060
- (e) Dennis Hof's Area 51/Death Valley Alien Cathouse  
2703 E. Hwy 95  
Amargosa Valley, NV 89020

2. **Lease Term.** The original term of this Lease Agreement shall be for a period of 12 days/weeks/months (circle one that applies) commencing on the date that this Lease Agreement is executed (the "Lease Term"). Upon expiration of the Lease Term, this Lease Agreement may be renewed by mutual agreement of the parties hereto. If the Independent Contractor provides any Services or has any Occupancy Period (defined below) after the expiration of any Lease Term, without executing a new Lease Agreement, the Lease Agreement will be deemed to have automatically renewed under the same terms and conditions as contained herein. In addition, for each subsequent renewal, the term of the Lease shall be for the same amount of time as the original Lease Term (e.g., if the original Lease Term was for 12 months, then the renewal shall be deemed to be for 12 months). Independent Contractor and the Company further agree that there is independent and sufficient consideration for each Lease Agreement renewal.
3. **Room Reservations and Occupancy.** Independent Contractor and the Company also agree that during the term of this Lease Agreement, and any subsequent renewal of the Lease Agreement, the Independent Contractor may call in and reserve a room at the Premises by telling the cashier or Madam Suzette when the Independent Contractor will arrive and depart, akin to renting a room at a hotel (the "Occupancy Period"). An Occupancy Period begins on the day when Independent Contractor "checks-in" and ends on the day when Independent Contractor "checks out." Check-out time is 2 pm. If Independent Contractor is still occupying the room after 2 pm on the "check out" day, Independent Contractor agrees to pay rent as defined in Paragraph 5 ("Rent") for the room and the opportunity to provide Services as if she were occupying the room the for the entire day. Independent Contractor continues to be responsible for Rent accrued during the Occupancy Period which she has reserved, even if Independent Contractor is not present in the room. Independent Contractor may not sublet the room. She may, however, choose to vacate it upon packing up all of her belongings and moving out by 2 pm. If Independent Contractor chooses to do so and packs her belongings in a trunk, the Company agrees to store Independent Contractor's belongings free of charge for a reasonable time not to exceed three (3) months, unless Independent Contractor and the Company specifically agree otherwise. There is no guarantee that, upon Independent Contractor's return, Independent Contractor will receive the same room she had previously reserved.
4. **Drug Use Prohibited.** By executing this Lease Agreement, Independent Contractor hereby acknowledges that she has inspected the room which she is leasing, and that the said room is free of drugs. Independent Contractor further acknowledges that the



Company prohibits the use of illegal drugs and other illegal items on its premises, and that Independent Contractor is legally responsible for the consequences of such drugs or illegal items being found in her room during any individual Occupancy Period. Independent Contractor also acknowledges that the room is not damaged, and that Independent Contractor is financially responsible for any damage caused to the room during any individual Occupancy Period.

5. **Rent.** In exchange for being allowed to provide Services at the Company's Premises and for receiving room and board as stated in Paragraph 1, Independent Contractor agrees to pay as Rent to the Company fifty (50) percent of any compensation (including tips) that Independent Contractor receives for performing Services at the Company's Premises, plus an additional twenty (20) dollars per day. Also included in the Rent is fifty (50) percent of the cash equivalent of any Gift received by Independent Contractor which the Company agrees that Independent Contractor can accept as provided below. Independent Contractor also agrees that executing the Non-Compete Agreement with the Company is an explicit contingency of the Company's willingness to enter into the Lease Agreement as stated herein and as such, this Lease Agreement and any renewal thereof provides additional, separate, and independent consideration for the Independent Contractor Non-Compete Agreement.
6. **Solicitation of Customers.** Independent Contractor agrees that during the term of the original Lease Agreement or renewal thereof, Independent Contractor will not provide Services with Company customers, other than Independent Contractor's spouse or domestic partner, outside of the Premises, and will not, either directly or indirectly induce, recruit or encourage any of the Company's customers to cease visiting the Company's Premises or to commence visiting the premises of another brothel, or take away such customers, for herself or for third parties. This paragraph is not intended to, and does not, prevent Independent Contractor from working or being employed as stripper, nude dancer, model, or actress for anyone or any entity, provided such person or entity does not hold a brothel license as provided for in NRS Chapter 269.

JP

(Initials)

7. **Gifts.** Independent Contractor further agrees that she will not solicit or receive any personal gift, service, or benefit of any value ("Gift") from any person, other than Independent Contractor's spouse or domestic partner, for whom Independent Contractor has provided Services at the Company's Premises during the preceding 12 months without first obtaining the Company's consent. The Company's consent is required prior to soliciting or receiving the Gift so that the Company and Independent Contractor can agree on the Gift's cash equivalent, which is essential to determining the proper amount of Rent due from Independent Contractor. With respect to any such Gift that Independent Contractor believes should be exempt from this provision, Independent Contractor agrees to submit to the Company a description of the Gift and

an explanation of why she believes such Gift should be exempt from this provision. Company shall then make a determination, it is sole discretion, whether such Gift is exempt from this provision. Independent Contractor and the Company hereby acknowledge that certain items are difficult to value and, if Independent Contractor and the Company are unable to agree on the value of the Gift to be received by Independent Contractor, the Company has a right to refuse to grant consent for the receipt of the Gift.

JP.

(Initials)

8. **Schedule.** It is also hereby understood and agreed that Independent Contractor will set her own booking schedule and working hours, without input or supervision from the Company. It is further agreed and understood that while the Company permits Independent Contractor to provide services at the Company's Premises, the Company shall exercise no control over Independent Contractor's choice of clients, the Services Independent Contractor performs for each client, and the number of clients Independent Contractor has per day or Occupancy Period. Independent Contractor selects her own customer base, without supervision or control from the Company. The Company will also have no control over the duration of Independent Contractor's Occupancy Periods at the Company's Premises. Independent Contractor is free to come and go as she pleases, and the Company's sole involvement with Independent Contractor's Occupancy Periods at the Company's Premises is coordinating room availability at the particular times when Independent Contractor wishes to use the Company's Premises.
9. **Dress and Supplies.** Independent Contractor shall provide her own professional attire and business supplies, including but not limited to condoms, lubricants, "party" toys, and shoes. Independent Contractor shall not be required to wear any merchandise bearing the Company's insignia, and any choice by Independent Contractor to do so will be completely voluntary.
10. **Medical Exams.** Independent Contractor is responsible for the weekly medical examination fees she incurs, whether or not she pays the medical examiner directly or temporarily charges the fees to the Company. Medical fees charged to the Company's account must be fully reimbursed (including the \$5.00 administration fee) to the Company from the first payment Independent Contractor receives in connection with performing Services on the Company premises, following the date when the fees were charged to the Company's account.
11. **Training.** Although the Company may provide training and mentoring to Independent Contractor at Independent Contractor's request, as stated in the Independent Contractor Non-Compete Agreement executed concurrently herewith, this training is optional. Independent Contractor shall at no time be required to undergo the said training or accept the said mentoring. Independent Contractor shall similarly not be required to utilize any of the training or mentoring provided by the



Company in Independent Contractor's business, and the Company shall in no way monitor whether or not Independent Contractor uses the training or mentoring received by the Company.

12. **Company Rules and Offsets.** Independent Contractor understands and agrees that the Company has a legitimate business interest in maintaining its image and reputation, as well as ensuring the safety of its employees, patrons, vendors, suppliers, and other independent contractors. As a result, Independent Contractor agrees to comply with all Company rules and policies as set forth in the "Bunny Bible." Independent Contractor further understands and agrees that certain violations of Company rules and/or policies could result in an offset of the amount owed to Independent Contractor and/or termination of this Agreement. Independent Contractor also agrees that to the extent an offset is imposed, the amount of the offset may be deducted from amounts that may be owed by Company to Independent Contractor.

JP.

(Initials)

13. **No Benefits.** Independent Contractor shall not be eligible to participate in any benefit programs that the Company now or hereafter maintains for its employees and, to the extent Independent Contractor were to become eligible to participate in such a benefit program, Independent Contractor hereby waives such right to participate. This waiver is a material component of this Lease Agreement and is not in any way premised on any representation or assumption concerning the status of Independent Contractor with respect to the Company as an employee or independent contractor. The Company will not reimburse Independent Contractor for any expenses incurred in connection with the performance of Services hereunder, except as otherwise agreed by Company.
14. **Meals.** Independent Contractor will receive room and board (two meals per day) at the Company's Premises.
15. **No Employment Relationship.** Independent Contractor understands and agrees that she is not an employee of Company, but rather is engaged in an independent enterprise from that of Company. For all purposes, including but not limited to Medicare and Social Security taxes, the Federal Unemployment Tax Act ("FUTA"), income tax withholding and any and all other federal, state and local laws, rules and regulations, Independent Contractor shall be treated as an independent contractor and not as an employee with respect to Company.
16. **Responsibility for Taxes.** Independent Contractor acknowledges and agrees that Independent Contractor shall be responsible for filing all tax returns, tax declarations and tax schedules, and for paying all taxes required, when due, with respect to any and all compensation earned by Independent Contractor under this Lease Agreement. Company will neither pay nor withhold any employment-related taxes with respect to any compensation received by

**Independent Contractor.** The Company will not collect any compensation from Independent Contractor's clients for services performed by Independent Contractor.

17. **Licensing.** Independent Contractor shall be solely responsible for complying with all applicable licensing laws and requirements for her to provide the said Services, as well as for making the payments associated with obtaining a business license and requisite workers' compensation or other insurance, if required. Independent Contractor shall indemnify the Company for any failure to comply with the applicable statutes and local ordinances.
18. **Other Services.** Independent Contractor reserves the right to, and intends to, perform services for others, so long as the performance of such other services does not violate the provisions of the Independent Contractor Non-Compete Agreement executed concurrently herewith.

19. **INDEMNIFICATION**

Independent Contractor hereby indemnifies and agrees to hold the Company harmless from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting therefrom, including court costs and reasonable attorney fees, arising out of or relating to the Services performed by Independent Contractor hereunder, or to any of the matters mentioned in Paragraphs 1, 13, 15, 16, and 17 of this Lease Agreement. The Company agrees to give Independent Contractor prompt notice of any such claim, demand, or action and shall, to the extent the Company is not adversely affected, cooperate fully with Independent Contractor in defense and settlement of said claim, demand, or action.

JP.  
(Initials)

20. **Governing Law.** This Lease Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.

Any and all disputes arising out of, or relating to, the performance of Services contracted for under this Lease Agreement, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or any successor thereto then prevailing. Such arbitration shall be final and binding upon the parties, and shall be the sole and exclusive remedy of the parties. The costs of such arbitration shall be borne equally by the parties.

This Paragraph 20, as well as Paragraphs 6, 7, 13, 15, 16, 17 and 19 shall survive the termination of this Lease Agreement. The Independent Contractor Non-Compete Agreement executed concurrently herewith shall similarly survive the termination of this Lease Agreement. Independent Contractor hereby agrees and acknowledges that by submitting to arbitration, she is waiving her right to a jury trial.

21. **Entire Agreement.** Independent Contractor and the Company agree that this Lease Agreement shall constitute the entire agreement between the parties regarding the matters covered by this Lease Agreement. This Lease Agreement or any future changes to this Lease Agreement supersedes any and all prior versions of this Lease Agreement or understandings between the parties hereto concerning the matters covered by this Lease Agreement and any oral or written statements or promises to the contrary which may have been made by any representative of the Company. Independent Contractor and the Company further agree that this Lease Agreement supersedes any and all prior understandings between Independent Contractor and the Company, and that the past relationship between the parties was the same as the relationship between the parties under this Lease Agreement. Independent Contractor and the Company further agree that willingness to continue the said relationship is consideration and that there have been no past representations to the contrary. This Lease Agreement is effective immediately and may not be amended or modified except by written agreement executed by both parties hereto. Independent Contractor hereby acknowledges that the Company's willingness to continue the parties' relationship is sufficient and valuable consideration for the execution and re-execution of this Lease Agreement and the Independent Contractor Non-Compete Agreement. The parties also acknowledge and agree that there is a separate and binding agreement between them referred to as the "Independent Contractor Non-Compete Agreement" and that agreement is the only agreement expressly not superseded by this Lease Agreement.
22. **Severability.** Should any provision of this Lease Agreement be declared or be determined by any court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be first amended to give them the greatest effect allowed by law and to reflect the intent of the parties and, if this modification is not possible, such term shall be deemed not to be a part of this Lease Agreement.
23. **Waivers.** No breach of any provision hereof can be waived unless in writing. Waiver of any breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same, or any other provision.
24. **Notice.** Any notice required or permitted under this Lease Agreement shall be in writing and sent to the other party by first class mail at the address first set forth above, or to such other address as a party hereto may specify in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year first above written.

**Independent Contractor**

Name: Jutharat Phokplatom.  
(Print Legal Name)

Name: [Signature]  
(Signature)

**Sierra National Corporation**

By: \_\_\_\_\_  
Dennis Hof, President

**Barrett Enterprises Group**

By: \_\_\_\_\_  
Dennis Hof, President

**Cherry Patch, LLC**

By: \_\_\_\_\_  
Dennis Hof, Manager

**Mabel's LLC**

By: \_\_\_\_\_  
Dennis Hof, Manager

**Area 51 Death Valley Cathouse LLC**

By: \_\_\_\_\_  
Dennis Hof, Manager