

SUPERIOR COURT CIVIL CASE INFORMATION STATEMENT (CIS) 07 6:58P



COUNTY: (N) K S

CIVIL ACTION NUMBER Case No. 07C-10-030 CLS
Transaction ID 16547626

Civil Case Code CDBT, CDEJ

Civil Case Type: CDBT - Debt/Breach of Contract
CDEJ-Declaratory Judgment
(SEE REVERSE SIDE FOR CODE AND TYPE)

<p>Caption: FORUM SHOPS, LLC, a Delaware limited liability company Plaintiff, v. CHIN-LV, LLC, a Delaware limited liability company, PHASE II CHIN, LLC, a Delaware limited liability company, and PHASE II CHIN-LV, LLC, a purported Delaware limited liability company, Defendants</p>	<p>Name and Status of Party filing document: FORUM SHOPS, LLC, a Delaware limited liability company Document Type: {E.G.; COMPLAINT; ANSWER WITH COUNTERCLAIM} Complaint Non-Arbitration <input checked="" type="checkbox"/> eFile <input checked="" type="checkbox"/> (CERTIFICATE OF VALUE MAY BE REQUIRED) Arbitration ___ Mediation ___ Neutral Assessment ___ DEFENDANT [CIRCLE ONE] ACCEPT REJECT JURY DEMAND YES ___ NO ___ TRACK ASSIGNMENT REQUESTED (CIRCLE ONE) EXPEDITED STANDARD COMPLEX</p>
<p>ATTORNEY NAME(S): W. Harding Drane, Jr. (No. 1023) FIRM NAME: POTTER ANDERSON & CORROON LLP ADDRESS: Hercules Plaza - Sixth Floor 1313 North Market Street Wilmington, DE 19801 TELEPHONE NUMBER: Telephone: (302) 984-6000 FAX NUMBER: Telefax: (302) 658-1192 E-MAIL ADDRESS: wdrane@potteranderson.com</p>	<p>IDENTIFY ANY RELATED CASES NOW PENDING IN THE SUPERIOR COURT BY CAPTION AND CIVIL ACTION NUMBER INCLUDING JUDGE'S INITIALS _____ _____ EXPLAIN THE RELATIONSHIP(S): _____ _____ OTHER UNUSUAL ISSUES THAT AFFECT CASE MANAGEMENT: _____ _____ [IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH PAGE]</p>
<p>THE PROTHONOTARY WILL NOT PROCESS THE COMPLAINT, ANSWER, OR FIRST RESPONSIVE PLEADING IN THIS MATTER FOR SERVICE UNTIL THE CASE INFORMATION STATEMENT (CIS) IS FILED. THE FAILURE TO FILE THE CIS AND HAVE THE PLEADING PROCESSED FOR SERVICE MAY RESULT IN THE DISMISSAL OF THE COMPLAINT OR MAY RESULT IN THE ANSWER OR FIRST RESPONSIVE PLEADING BEING STRICKEN.</p>	

SUPERIOR COURT CIVIL CASE INFORMATION STATEMENT (CIS) INSTRUCTIONS

CIVIL CASE TYPE

Please select the appropriate civil case code and case type (e.g., **CODE - AADM** and **TYPE - Administrative Agency**) from the list below. Enter this information in the designated spaces on the Case Information Statement.

<p>APPEALS AADM- Administrative Agency ACCP - Court of Common Pleas ACER - Certiorari AFAM - Family Court AIAB - Industrial Accident Board APSC - Public Service Commission AUJB - Unemployment Insurance Appeal Board</p> <p>COMPLAINTS CAAA - Auto Arb Appeal * CASB - Asbestos CATT - Foreign & Domestic Attachment CCCP - Transfer from CCP* CCHA - Transfer from Chancery * CCON - Condemnation CDBT - Debt/Breach of Contract * CDEF - Defamation * CDEJ - Declaratory Judgment CEJM - Ejectment * CFJG - Foreign Judgment * CINT - Interpleader CLIB - Libel * CMAL - Malpractice * CACT - Class Action CPIA - Personal Injury Auto * CPIN - Personal Injury * CPRD - Property Damage * CPRL - Products Liability * CRPV - Replevin CSBI - Silicone Breast Implant CTAX - Tax Appeal CFRD - Fraud Enforcement CSPD - Summary Proceedings Dispute</p> <p>INVOLUNTARY COMMITMENTS INVC- Involuntary Commitment</p>	<p>MISCELLANEOUS MAAT - Appointment of Attorney MAFF - Application for Forfeiture MCED - Cease and Desist Order MCRO - Complaint Requesting Order MCTO - Consent Order MHAC - Habeas Corpus MIND - Destruction of Indicia of Arrest MISS - Issuance of Subpoena/Material Witness MMAN - Mandamus MOUT - Out of State Deposition MPOS - Writ of Possession MPRO - Writ of Prohibition MROP - Petition for Return of Property MRD - Road Resolution MSAM - Satisfy Mortgage MSOJ - Compel Satisfaction of Judgment MTAX - Tax Ditches MVAC - Vacate Public Road MSEM - Set Aside Satisfaction of Mortgage MSSS - Set Aside Sheriff's Sale MSEL - Sell Real Estate for Property Tax MTOX - Hazardous Substance Cleanup MCVP - Civil Penalty MREF - Tax Intercept MGAR - Appointment of Guardianship MFOR - Intercept of Forfeited Money MSET - Structured Settlement</p> <p>MORTGAGES MORT - Mortgage</p> <p>MECHANICS LIENS LIEN - Mechanics Lien *</p> <p>OTHER OTHR - Specify Type</p>
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*** Case types subject to Arbitration Rule 16.1**

DUTY OF THE PLAINTIFF

Each plaintiff/counsel shall complete the attached Civil Case Information Statement (CIS) and file with the complaint.

DUTY OF THE DEFENDANT

Each defendant/counsel shall complete the attached Civil Case Information Statement (CIS) and file with the answer and/or first responsive pleading.

Revised 6/2002



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

FORUM SHOPS, LLC, a Delaware limited liability company,)
)
Plaintiff,)
)
vs.)
)
CHIN-LV, LLC, a Delaware limited liability company, PHASE II CHIN, LLC, a Delaware limited liability company, and PHASE II CHIN-LV, LLC, a purported Delaware limited liability company,)
)
Defendants.)
)

Civil Action No.

PRAECIPE

TO: Prothonotary
Superior Court of the State of Delaware
New Castle County Courthouse
500 North King Street
Wilmington, DE 19801

PLEASE ISSUE a summons to each of the above-named Defendants for service by the Sheriff of Kent County for service as follows:

1. Service by the Sheriff of Kent County upon the Defendant listed below by serving two (2) copies of the Summons, Praecipe, and Complaint on the Secretary of State, State of Delaware, Townsend Building, Dover, Delaware, in accordance with 10 *Del. C.* § 3104. At the time of service, the Sheriff of Kent County will deliver a check made payable to the Secretary of State in the amount of \$2.00, representing the required fee.

Phase II Chin-LV, LLC
c/o Secretary of State
State of Delaware
John G. Townsend Building
401 Federal Street, Suite 4
Dover, DE 19901

9/27/07 10:58 AM



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

FORUM SHOPS, LLC, a Delaware limited liability company,)
)
) Plaintiff,)
)
 vs.)
)
)
 CHIN-LV, LLC, a Delaware limited liability company, PHASE II CHIN, LLC, a Delaware limited liability company, and)
)
) PHASE II CHIN-LV, LLC, a purported Delaware limited liability company,)
)
)
) Defendants.)
)

Civil Action No.

SUMMONS

THE STATE OF DELAWARE,
TO THE SHERIFF OF KENT COUNTY:

YOU ARE COMMANDED:

1. To summon the below-named Defendant so that, within twenty (20) days after service hereof upon Defendant, exclusive of the day of service, Defendant shall serve upon W. Harding Drane, Jr., Plaintiff's attorney, whose address is c/o Potter Anderson & Corroon LLP, Hercules Plaza - Sixth Floor, 1313 North Market Street, Wilmington, DE 19801, an answer to the Complaint (and, if an Affidavit of Demand has been filed, an Affidavit of Defense).

2. To serve upon Defendant a copy hereof and of the Complaint (and of the Affidavit of Demand if any has been filed by Plaintiff).

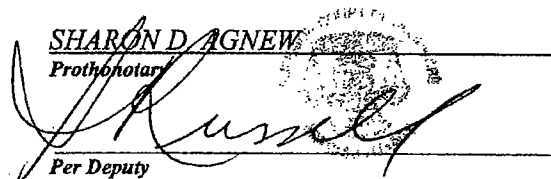
Dated: 11/1/07

SHARON D. AGNEW
Prothonotary
[Signature]
Per Deputy

Phase II Chin-LV, LLC

TO THE ABOVE-NAMED DEFENDANT:

In case of your failure, within twenty (20) days after service hereof upon you, exclusive of the day of service, to serve on Plaintiff's attorney named above an answer to the Complaint (and, if an Affidavit of Demand has been filed, an Affidavit of Defense), judgment by default will be rendered against you for the relief demanded in the complaint (or in the Affidavit of Demand, if any).

SHARON D. AGNEW
Prothonotary

Per Deputy

822396



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

FORUM SHOPS, LLC, a Delaware limited liability company,)	
)	Civil Action No.
Plaintiff,)	
)	
vs.)	
)	
CHIN-LV, LLC, a Delaware limited liability company, PHASE II CHIN, LLC, a Delaware limited liability company, and)	
PHASE II CHIN-LV, LLC, a purported Delaware limited liability company,)	
)	
Defendants.)	

COMPLAINT FOR A DECLARATORY JUDGMENT

Forum Shops, LLC, by and through its undersigned counsel, complains against defendants Chin-LV, LLC, Phase II Chin, LLC, and Phase II Chin-LV, LLC:

PARTIES

1. Plaintiff Forum Shops, LLC ("Forum") is a limited liability company that was organized under the laws of the State of Delaware. Forum is the lessee under that certain ground lease between Caesars Palace Realty Corp. and Forum Developers Limited Partnership entered into on June 1, 1990, as amended from time to time (the "Ground Lease"), and has succeeded to all the rights and powers of Forum Developers Limited Partnership in, to, and under the Ground Lease. Pursuant to the Ground Lease, Forum has rightful possession to certain high-end retail mall property, known as The Forum Shops at Caesars Palace, located at or about 3500 Las Vegas Boulevard South in Las Vegas, Nevada (the "Property") that Forum leases to various high-end retail tenants. Forum is also the lessor under that certain lease between Forum Developers Limited Partnership and GGH Restaurant, L.L.C. entered into on March 18, 1997 (the "Lease"), as amended by the Lease Amendment entered into on October 9, 2003 (the "Amendment"), and

has succeeded to all rights and powers of Forum Developers Limited Partnership in, to, and under the Lease as amended (the "Amended Lease").

2. Defendant Chin-LV, LLC, a Delaware limited liability company, signed the Amended Lease as the Manager of "Phase II Chin-LV, LLC," which Chin-LV, LLC represented in the Amended Lease to be a Delaware limited liability company. The Secretary of State's records, however, reflect that "Phase II Chin-LV, LLC," is not now, and has never been, an entity organized under the laws of Delaware. *See* Certificate of No Record, attached hereto as Exhibit A.

3. Defendant Chin-LV, LLC also is the Manager of defendant Phase II Chin, LLC, a Delaware limited liability company, which upon information and belief is an affiliate of, or the real name of, "Phase II Chin-LV, LLC." Phase II Chin, LLC is registered with the Secretary of State of Nevada to do business in that state as a foreign limited liability company. Upon information and belief, defendants Chin-LV, LLC and/or Phase II Chin, LLC are the real parties to the Amended Lease, whether through affirmative misrepresentation as to the corporate status of "Phase II Chin-LV, LLC" or through an error by defendant Chin-LV, LLC in executing the Amended Lease under an incorrect name for the lessee.

4. In the alternative, if "Phase II Chin-LV LLC" is an LLC or other form of legal entity, then Phase II Chin-LV, LLC is responsible as the lessee under the Amended Lease, individually and/or together with defendants Chin-LV, LLC and Phase II Chin, LLC, and is liable to Forum for breach of the Amended Lease as alleged herein. Chin-LV, LLC, Phase II Chin, LLC and Phase II Chin-LV, LLC, jointly and severally, are referred to herein as "Chinois." As the lessee under the Amended Lease, Chinois has succeeded to all rights and powers of GGH Restaurant, L.L.C. in, to, and under the Amended Lease.

GENERAL ALLEGATIONS

5. The predecessors in interest of both Forum and Chinois entered into the Lease for a certain portion of the Property (the "Premises") to be used as a full-service sit-down restaurant now or previously known as Wolfgang Puck's Chinois.

6. On October 9, 2003, Forum and Chinois executed the Amendment, which amended and modified certain provisions of the Original Lease regarding Chinois's use and operation of the Premises and, among other things, granted Chinois the right to operate an "after-hours club" in the Premises.

7. The Amendment modifies Section 8.4 of Article VIII of the Lease to require that Chinois operate the after-hours club "in a first class manner in keeping with the standards of the Center." The Forum Shops at Caesars Palace is the preeminent shopping complex in the United States, with the highest sales per square foot of any mall in the nation. The shops are composed of elite retailers such as Emporio Armani, Louis Vuitton, Gianni Versace, Tiffany & Co., Dolce & Gabbana, and Giuseppe Zanotti. Similarly, Caesars Palace Las Vegas is one of the most prestigious and best-known resorts on the Las Vegas Strip. Caesars Palace has maintained its spot at the top of the market by expanding its operations and renovating its existing amenities, including the addition of the Colosseum, a 4,100 seat showroom for world-class entertainers like Celine Dion and Elton John.

8. Section 13.1 of Article VIII of the Lease requires that Chinois "shall not sell, assign, or in any manner transfer this Lease or any interest therein, nor sublet all or any part of the Premises . . . without Landlord's prior written consent. . . ."

9. The Amendment did not modify Section 13.1 of Article VIII of the Lease or otherwise authorize a sublease of any part of the Premises.

10. At the time the Amendment was negotiated, Chinois is represented that the after-hours club would be operated with a sophisticated piano bar/martini bar ambiance.

11. Chinois has permitted the after-hours club to be operated by O.P.M.L.V., LLC. Chinois has permitted the after-hours club to be operated in a manner that is contrary to the representations Chinois made at the time the Amendment was negotiated. Indeed, Chinois has permitted the after-hours club to be operated in a manner that is wholly inconsistent with the "first class manner in keeping with the standards of the Center" as required by Section 8.4 of Article VIII of the Lease and Amendment.

12. The manner in which the after-hours club at Chinois's Premises is being operated has resulted in significant security problems and is inconsistent with the environment in which Forum operates.

13. Forum is informed and believes that Chinois has permitted the after-hours club to be operated in a manner that, among other things, creates an environment that results in rowdy and unruly behavior, such as public drunkenness, vomiting in mall public areas, shouting obscenities in mall public areas, urinating in mall public areas, fighting, damaging property in mall public areas, assault and battery of customers and security personnel, use of illegal or controlled substances, and otherwise engaging in disorderly behavior requiring the attention of the Caesar's Palace security department, Forum's security department, and the Las Vegas Metropolitan Police Department.

14. Chinois has permitted the after-hours club to be operated in a manner such that it suffers, permits, or maintains a nuisance, pursuant to Nev. Rev. Stat. § 40.2514(4) and Section 8.4 of the Lease, on the Premises.

15. Moreover, Forum is informed and believes that Chinois has breached the Lease and Amendment thereto by, among other things, assigning, transferring or subletting a portion of the

Premises, or an interest therein, to O.P.M.L.V., LLC without Forum's prior written consent through a certain "Management Agreement." Under Sections 13.1 and 18.1(h) of the Lease, said assignment, transfer, or subletting of a portion of the premises, or an interest therein, is an incurable breach.

16. Consistent with Section 18.1 of the Lease, on or about March 6, 2006, Forum served written notice upon Chinois of Chinois's default under the terms of the Lease and Amendment (the "Default Notice"). A true and correct copy of the Default Notice is attached hereto as Exhibit B. Notwithstanding communications between the parties related to Chinois's default, as set forth in the Default Notice, Chinois has failed to cure its default. More than thirty (30) days has passed since the date of the Default Notice.

17. Moreover, Chinois cannot cure its breach with respect to the wrongful assignment, transfer, or subletting of a portion of the Premises, or any interest therein, because such a breach is incurable pursuant to section 18.1 of the Lease.

CLAIMS FOR RELIEF

COUNT I **(Declaratory Judgment)**

18. Forum realleges and incorporates the foregoing paragraphs as though set forth fully herein.

19. Pursuant to 10 *Del C.* § 6501, *et seq.* and Super. Ct. Civ. R. 57, Forum is entitled to a declaration by this Court of the rights and duties of the parties to this action under the Amended Lease.

20. A justiciable controversy exists between the parties regarding the duties and rights of the parties under the Amended Lease, including, but not limited to the issue of whether Chinois has

breached its obligations under the Amended Lease by: (a) falsely representing that "Phase II Chin-LV, LLC" was a limited liability company organized under Delaware law when there is in fact no such Delaware entity, and executing the Amended Lease in the name of that non-existent entity; (b) failing to ensure that the after-hours club is operated in a first class manner in keeping with the standards of the Property; (c) permitting the after-hours club to be operated in a manner that it creates a nuisance on the Premises; and (d) assigning, transferring or subletting a portion of the Premises, or an interest therein without Forum's prior written consent.

COUNT II
(Attorneys' Fees)

21. Forum realleges and incorporates the foregoing paragraphs as though set forth fully herein.

22. Forum has been required to obtain the services of attorneys, and this Court should award plaintiff its attorneys' fees and costs incurred in prosecuting this action pursuant to Sections 4.8, 11.6, and 18.2 of the Amended Lease.

WHEREFORE, plaintiff prays as follows:

1. For a judgment from the Court declaring the following: (a) Chin-LV, LLC is directly liable for any and all breaches of the Amended Lease because it signed the Amendment and held itself out as Manager of a Delaware limited liability company when such entity, if it exists at all, is not organized under the laws of Delaware; (b) Chinois is liable for breach of the Amended Lease and is deemed to be the real lessee; (c) Chinois has failed to ensure that the after-hours club is operated in a first class manner in keeping with the standards of the Property; (d) Chinois's failure to ensure that the after-hours club is operated in a first-class manner constitutes a default under and breach of the Amended Lease (pursuant to

sections 8.4 and 18.1); (e) Chinois is permitting the after-hours club to be operated in a manner such that it creates a nuisance to Forum pursuant to Nev. Rev. Stat. § 40.2514(4) and Section 8.4 of the Amended Lease; (f) Chinois's permitting the after-hours club to be operated in a manner such that it creates a nuisance constitutes a default under and breach of the Amended Lease (pursuant to section 18.1); (g) Chinois has assigned, transferred, or sublet a portion of the Premises, or an interest therein, to O.P.M.L.V., LLC without Forum's prior written approval; and (h) Chinois's assignment, transfer, or sublease of a portion of the Premises, or an interest therein, to O.P.M.L.V., LLC constitutes an incurable default under and breach of the Amended Lease (pursuant to section 18.1).

2. For an award of the attorneys' fees and costs plaintiff incurred in prosecuting this action.
3. For such other and further relief the Court deems just.

POTTER ANDERSON & CORROON LLP

OF COUNSEL:

Mark A. Payne
Associate General Counsel
SIMON PROPERTY GROUP
225 W. Washington St.
Indianapolis, IN 46204
(317) 263-7980

By: /s/ W. Harding Drane, Jr.
W. Harding Drane, Jr. (#1023)
Michael A. Pittenger (#3212)
Jennifer C. Wasson (#4933)
Hercules Plaza, 6th Floor
1313 N. Market Street
P.O. Box 951
Wilmington, DE 19899-0951
(302) 984-6000
wdrane@potteranderson.com
mpittenger@potteranderson.com
jwasson@potteranderson.com

Attorneys for Plaintiff Forum Shops, LLC

Dated: October 3, 2007

EFiled: Oct 3 2007 6:58P
Transaction ID 16547626
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EXHIBIT A

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT A THOROUGH SEARCH OF THE LIMITED LIABILITY COMPANY RECORDS OF THIS DEPARTMENT INDICATE THE "PHASE II CHIN-LV, LLC", IS NOT THE TITLE OF A DELAWARE LIMITED LIABILITY COMPANY OR FOREIGN LIMITED LIABILITY COMPANY.

AND I DO HEREBY FURTHER CERTIFY THAT THE RECORDS OF THIS OFFICE FAIL TO SHOW THAT A LIMITED LIABILITY COMPANY OF THE ABOVE TITLE HAS EVER FILED A CERTIFICATE OF FORMATION OR REGISTERED AS A FOREIGN LIMITED LIABILITY COMPANY IN THIS DEPARTMENT.

4433460 8392

071077248



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6044898

DATE: 10-02-07

EFiled: Oct 3 2007 6:58P
Transaction ID 16547626
Case No. 07C-10-030 CLS



EXHIBIT B

SIMON™

Mark A. Payne
Managing Attorney
Legal Operations
Tel: (317) 263-7980
Fax: (317) 685-7208
E-mail: mpayne@simon.com

VIA DHL OVERNIGHT MAIL

NOTICE OF DEFAULT

March 6, 2006

Phase II Chin-LV, LLC
The Forum Shops at Caesars
3500 Las Vega Boulevard South, Suite G-1
Las Vegas, NV 89109

RE: Lease Agreement dated March 18, 1997, as amended, by and between Forum Developers Limited Partnership, predecessor in interest to Forum Shops, LLC, as Landlord, and GGH Restaurant, LLC, predecessor in interest to Phase II Chin-LV, LLC, as Tenant, for premises identified as Space L-3 located at Forum Shops at Caesars ("Lease")

Dear Tenant:

Reference is to the above referenced Lease and specifically to Article XVIII therein which outlines the remedies available to Landlord in the event of a default by Tenant. You are hereby notified that Tenant is in default of the Lease for the following reasons.

It has come to Landlord's attention that Tenant may have subleased that portion of the Premises which is operated as an after-hours club commonly known as OPM (the "Club") to a subtenant without Landlord prior consent. Such subletting without Landlord's consent is a violation of Section 13.1, which expressly recites that "Tenant shall not . . . sublet all or any part of the Premises, nor license concessions nor lease departments therein, without Landlord's prior written consent . . ."

Further, Tenant (or Tenant's subtenant or licensee) is operating the Club in a manner which violates Section 8.4, entitled "Operation by Tenant", and Section and 8.9, entitled "Sales and Dignified Use", of the Lease. In pertinent part, Section 8.4, as amended, states that "Tenant shall operate the Club in a first class manner in keeping with the standards of the Center . . ." Further, Section 8.9 states in pertinent part that "the Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of merchandising in the Center and not in a disreputable or immoral manner . . ."

There have been numerous incidents involving the Club and its patrons which violate Sections 8.4 and 8.9. For example, there have been multiple disturbances within the Premises which have resulted in fights and other altercations among and between patrons of the Club. On various

other occasions, overly intoxicated patrons have otherwise become rowdy within the Club and been ejected. In other instances, intoxicated patrons have departed the Club and engaged in inappropriate behavior in Forum Shops or on Caesar's grounds, including urinating in service hallways or other public places, becoming sick and vomiting in the Common Areas, shouting obscenities in the Common Areas, damaging property in the Common Areas, assaulting Forum Shops security personnel and otherwise engaging in unruly and disorderly conduct requiring the attention of either Forum Shops security and/or the Las Vegas Metro Police Department.

Your failure to cure the defaults cited above within the period permitted by the Lease will cause Landlord to take those steps deemed necessary to protect its interests. These steps may include, without limitation, termination of the Lease, and commencement of an action to recover possession of Tenant's Premises as provided in the Lease, together with the exercise of any and all other remedies permitted under the Lease, at law or in equity.

This notice does not constitute a complete statement of Landlord's rights in connection with this matter, and nothing contained herein shall be construed to constitute an express or implied waiver of any rights, remedies or defenses of Landlord under the Lease, at law or in equity, all of which are expressly reserved.

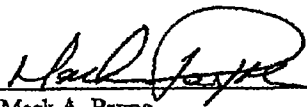
Sincerely,

Forum Shops, LLC

By: Forum Developers Limited Partnership, its sole member

By: Simon Property Group, L.P., its general partner

By: Simon Property Group, Inc., its general partner

By: 

Mark A. Payne
Managing Attorney

cc: David Simon
Gary L. Lewis
Rich McKeown

Phase II Chin-LV, LLC
Attention Scott Gordon
1310 Montana Avenue
Santa Monica, CA 90403
Via DHL Overnight Mail



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

FORUM SHOPS, LLC, a Delaware limited liability company,)	
)	
Plaintiff,)	
vs.)	Civil Action No.
)	
CHIN-LV, LLC, a Delaware limited liability company, PHASE II CHIN, LLC, a Delaware limited liability company, and)	
PHASE II CHIN-LV, LLC, a purported Delaware limited liability company,)	
)	
Defendants.)	

CERTIFICATE OF NON-ARBITRATION

I, W. Harding Drane, Jr., Attorney for Plaintiff, hereby certify in good faith at this time, that, in my opinion, this is an action for declaratory judgment and breach of contract in which the damages are in excess of One Hundred Thousand Dollars (\$100,000.00), exclusive of costs and interest, and that this action is therefore excepted from compulsory arbitration pursuant to Superior Court Civil Rule 16.1(a).

POTTER ANDERSON & CORROON LLP

By: /s/ W. Harding Drane, Jr.
W. Harding Drane, Jr. (#1023)
Michael A. Pittenger (#3212)
Jennifer C. Wasson (#4933)
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OF COUNSEL:

Mark A. Payne
Associate General Counsel
SIMON PROPERTY GROUP
225 W. Washington St.
Indianapolis, IN 46204
(317) 263-7980

Dated: October 3, 2007
822343

Attorneys for Forum Shops, LLC