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 7 [yli@wrightlegal.net](mailto:yli@wrightlegal.net)

*Attorneys for Plaintiffs, Fred Sadri, individually and as Trustee for The Star Living Trust, dated April 14, 1997; Ray Koroghli, individually; Ray Koroghli and Sathsowi T. Koroghli, as Managing Trustees for Koroghli Management Trust*

10 **UNITED STATES BANKRUPTCY COURT**  
 11 **DISTRICT OF NEVADA**

12 In re: JAZI GHOLAMREZA ZANDIAN,  
 13 Debtor  
 14 PATRICK CANET,  
 15 Foreign Representative  
 16

Case No.: **16-50644-btb**

**Chapter 15**

Adversary No.: **17-05016-btb**

18 FRED SADRI, AS TRUSTEE FOR THE STAR  
 19 LIVING TRUST, DATED APRIL 14, 1997;  
 RAY KOROGHLI AND SATHSOWI T.  
 20 KOROGHLI, AS MANAGING TRUSTEES  
 FOR KOROGHLI MANAGEMENT TRUST,  
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**STATEMENT OF UNDISPUTED  
 FACTS IN SUPPORT OF MOTION  
 FOR PARTIAL SUMMARY  
 JUDGMENT ON PLAINTIFFS’  
 QUIET TITLE/DECLARATORY  
 RELIEF CAUSE OF ACTION**

22 Plaintiffs,

**Hearing Date: June 13, 2018**

23 vs.

**Hearing Time: 2:00 p.m.**

24 JED MARGOLIN; JAZI GHOLAMREZA  
 25 ZANDIAN; and all other parties claiming an  
 26 interest in real properties described in this  
 action.  
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28 Defendants

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PATRICK CANET,  
  
Counterclaimant,  
  
vs.  
  
FRED SADRI, INDIVIDUALLY AND AS  
TRUSTEE FOR THE STAR LIVING TRUST,  
DATED APRIL 14, 1997; RAY KOROGHLI,  
INDIVIDUALLY; RAY KOROGHLI AND  
SATHSOWI T. KOROGHLI, AS MANAGING  
TRUSTEES FOR KOROGHLI  
MANAGEMENT TRUST,  
  
Counter-defendants

PATRICK CANET,  
  
Crossclaimant,  
  
vs.  
  
JED MARGOLIN,  
  
Cross-defendant

COMES NOW Plaintiffs FRED SADRI, AS TRUSTEE FOR THE STAR LIVING TRUST, DATED APRIL 14, 1997 (“SL Trust”) and RAY KOROGHLI and SATHSOWI T. KOROGHLI, AS MANAGING TRUSTEES FOR KOROGHLI MANAGEMENT TRUST (“KM Trust”) (hereinafter “Plaintiffs”), respectfully submit this separate statement of undisputed facts and supporting exhibits pursuant to Local Rule 7056(a) in support of Plaintiffs’ MOTION FOR PARTIAL SUMMARY JUDGMENT ON PLAINTIFFS’ QUIET TITLE/DECLARATORY RELIEF CAUSE OF ACTION filed concurrently herewith.

1 **Plaintiffs' Interest in the Nine Parcels of the Property**

2 Plaintiffs own two-thirds undivided interest in nine (9) parcels of land (collectively  
3 hereinafter as the "Property")<sup>1</sup> located in Washoe County, Nevada. Plaintiffs claim title by the  
4 following instruments recorded in the official records of Washoe County, Nevada:

5 **TABLE A:**

6 <i>Date</i> 7 <i>Recorded</i>	8 <i>Description</i>	9 <i>Instrument Number</i>
10 8/6/2003	11 Grant, Bargain And Sale Deed transferring an 12 undivided 2/3 interest in the Property to 13 Plaintiff SL Trust and Ray Koroghli, an 14 unmarried man.	15 2900592 <sup>2</sup>
16 5/12/2009	17 Quitclaim Deed transferring an undivided 1/3 18 interest in the Property from Ray Koroghli to 19 Plaintiff KM Trust.	20 3758659 <sup>3</sup>

21 **Defendant Jed Margolin's Claim to Three Parcels of the Property**

22 Defendant Jed Margolin ("Margolin") claims he is "the sole title owner of the property  
23 in question."<sup>4</sup> Public records show only that Margolin obtained *an* interest (if any) in Parcels  
24 2, 4 and 8 of the Property by the following instruments recorded in the official records of  
25 Washoe County, Nevada:

26 \_\_\_\_\_  
27 <sup>1</sup> The parcels are specifically identified by the following assessor's parcel numbers:

- 28 a. 079-150-09 (Parcel 1);
- 29 b. 079-150-10 (Parcel 2);
- 30 c. 079-150-13 (Parcel 3);
- 31 d. 084-040-02 (Parcel 4);
- 32 e. 084-040-04 (Parcel 5);
- 33 f. 084-040-06 (Parcel 6);
- 34 g. 084-040-10 (Parcel 7);
- 35 h. 084-130-07 (Parcel 8);
- 36 i. 084-140-17 (Parcel 9).

37 <sup>2</sup> Declaration of Yanxiong Li, Esq. attached hereto as **Exhibit A** ("Li Decl.") at ¶2 and Exhibit 1.

38 <sup>3</sup> Li Decl. at ¶3 and Exhibit 2.

<sup>4</sup> Margolin's Answer [Adv. No. 13 at 8] attached hereto as **Exhibit B**.

**TABLE B:**

<i>Date Recorded</i>	<i>Description</i>	<i>Instrument Number</i>
6/26/2013	Default Judgment in favor of Margolin against Optima Technology Corp., a California corporation; Optima Technology Corp., a Nevada corporation; and Zandian.	4269631 <sup>5</sup>
4/9/2015	Sheriff's Certificate of Sale of Property recites a purported auction of <b>Parcel 8</b> on 4/3/2015 of "all right, title and interest of the said judgment debtor...to Jed Margolin."	4456021 <sup>6</sup>
9/8/2016	Sheriff's Deed Upon Execution of Real Property transferring "all of the rights, title interest and claim belonging to Judgment Debtors" in Parcel 8 to Jed Margolin.	4630134 <sup>7</sup>
4/9/2015	Sheriff's Certificate of Sale of Property recites a purported auction of <b>Parcel 4</b> on 4/3/2015 of "all right, title and interest of the said judgment debtor...to Jed Margolin."	4456032 <sup>8</sup>
9/8/2016	Sheriff's Deed Upon Execution of Real Property transferring "all of the rights, title interest and claim belonging to Judgment Debtors" in Parcel 4 to Jed Margolin.	4630133 <sup>9</sup>
4/9/2015	Sheriff's Certificate of Sale of Property recites a purported auction of <b>Parcel 2</b> on 4/3/2015 of "all right, title and interest of the said judgment debtor...to Jed Margolin."	4456020 <sup>10</sup>
9/8/2016	Sheriff's Deed Upon Execution of Real Property transferring "all of the rights, title interest and claim belonging to Judgment Debtors" in Parcel 2 to Jed Margolin.	4630135 <sup>11</sup>

<sup>5</sup> Li Decl. at ¶3 and Exhibit 3.<sup>6</sup> Li Decl. at ¶3 and Exhibit 4.<sup>7</sup> Li Decl. at ¶3 and Exhibit 5.<sup>8</sup> Li Decl. at ¶3 and Exhibit 6.<sup>9</sup> Li Decl. at ¶3 and Exhibit 7.<sup>10</sup> Li Decl. at ¶3 and Exhibit 8.<sup>11</sup> Li Decl. at ¶3 and Exhibit 9.

1 Plaintiffs are not named as the “defendants” or “judgment debtors” in the Default  
2 Judgment; in the Sheriff’s Certificates of Sale; or in the Sheriff’s Deeds referenced above.<sup>12</sup> It  
3 is undisputed that no notice was sent to either Plaintiff regarding the April 3, 2015 execution  
4 sales (“Execution Sales”) recited in the Sheriff’s Certificates of Sale and Sheriff’s Deeds  
5 above.<sup>13</sup> Additionally, no Affidavit of Judgment or similar document containing information  
6 regarding the judgment debtor required under NRS 17.150(4)(a)-(d) was recorded concurrently  
7 with the Default Judgment in the official records of Washoe County, Nevada.<sup>14</sup>

8 *Defendant Zandian confirms Plaintiffs’ Interest in the Property*

9 Defendant Canet admits that SL Trust is now and at all times relevant herein, the co-  
10 owner of one-third (1/3) undivided interest in title to the Property under the Grant, Bargain and  
11 Sale Deed signed by Nevada Land and Resources Company, and recorded on August 6, 2003 as  
12 Instrument No. 2900592 in the Washoe County Recorder’s Office.<sup>15</sup>

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26 <sup>12</sup> See Exhibits 3-9 attached to Li Decl.

27 <sup>13</sup> Margolin’s Responses to Request for Admission Nos. 4 & 5, attached hereto as **Exhibit C**.

28 <sup>14</sup> See Exhibit 3 attached to Li Decl.

<sup>15</sup> Canet’s Answer [Adv. No. 15 at ¶1] attached hereto as **Exhibit D** (admits ¶6 of Plaintiffs’ Adversary Complaint).

1 Defendant Zandian also admits that KM Trust is now and at all times relevant herein, the  
2 co-owner of one-third (1/3) undivided interest in title to the Property under a Quitclaim Deed  
3 signed by Ray Koroghli, and recorded on May 12, 2009 as Instrument No. 3758659 in the  
4 Washoe County Recorder's Office.<sup>16</sup> Together, these conveyances conveyed 2/3rds of the title  
5 in all nine (9) parcels to Plaintiffs.

6  
7 DATED this 16th day of April, 2018.

8 WRIGHT, FINLAY & ZAK, LLP

9  
10 /s/ Yanxiong Li, Esq.

Dana Jonathon Nitz, Esq.

Nevada Bar No. 0050

Edgar C. Smith, Esq.

Nevada Bar No. 5506

Yanxiong Li, Esq.

Nevada Bar No. 12807

7785 W. Sahara Ave., Suite 200

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Tel: (702) 475-7964

Fax: (702) 946-1345

Attorneys for Plaintiffs,

*Fred Sadri, as Trustee for The Star Living Trust,  
dated April 14, 1997; Ray Koroghli and Sathsowi T.  
Koroghli, as Managing Trustees for Koroghli  
Management Trust*

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28 <sup>16</sup> Canet's Answer [Adv. No. 15 at ¶1] attached hereto as **Exhibit D** (admits ¶7 of Plaintiffs' Adversary Complaint).

**CERTIFICATE OF SERVICE**

I, Kelli Wightman, am an employee of Wright, Finlay & Zak, LLP and I certify under penalty of perjury that the foregoing statement is true and correct:

1. On April 16, 2018, I served the following document(s):

**STATEMENT OF UNDISPUTED FACTS IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT ON PLAINTIFFS' QUIET TITLE/DECLARATORY RELIEF CAUSE OF ACTION**

2. I served the above-named document(s) by the following means to the persons as listed below:

(Check all that apply)

a. ECF System (You must attach the "Notice of Electronic Filing", or list all persons and address and attach additional paper if necessary)

**MATTHEW D. FRANCIS on behalf of Cross Defendant JED MARGOLIN**  
[mfrancis@bhfs.com](mailto:mfrancis@bhfs.com); [nlindsley@bhfs.com](mailto:nlindsley@bhfs.com) , [rnofederal@bhfs.com](mailto:rnofederal@bhfs.com)

**MATTHEW D. FRANCIS on behalf of Defendant JED MARGOLIN**  
[mfrancis@bhfs.com](mailto:mfrancis@bhfs.com); [nlindsley@bhfs.com](mailto:nlindsley@bhfs.com) , [rnofederal@bhfs.com](mailto:rnofederal@bhfs.com)

**JEFFREY L HARTMAN on behalf of Cross-Claimant PATRICK CANET**  
[notices@bankruptcyreno.com](mailto:notices@bankruptcyreno.com) , [sji@bankruptcyreno.com](mailto:sji@bankruptcyreno.com)

**YANXIONG LI on behalf of Counter-Defendant FRED SADRI**  
[yli@wrightlegal.net](mailto:yli@wrightlegal.net) , [nvbkfiling@wrightlegal.net](mailto:nvbkfiling@wrightlegal.net) , [jcraig@wrightlegal.net](mailto:jcraig@wrightlegal.net) ;  
[kwightman@wrightlegal.net](mailto:kwightman@wrightlegal.net)

**YANXIONG LI on behalf of Counter-Defendant RAY KOROGHLI**  
[yli@wrightlegal.net](mailto:yli@wrightlegal.net) , [nvbkfiling@wrightlegal.net](mailto:nvbkfiling@wrightlegal.net) , [jcraig@wrightlegal.net](mailto:jcraig@wrightlegal.net) ;  
[kwightman@wrightlegal.net](mailto:kwightman@wrightlegal.net)

**YANXIONG LI on behalf of Counter-Defendant SATHSOWI T. KOROGHLI**  
[yli@wrightlegal.net](mailto:yli@wrightlegal.net) , [nvbkfiling@wrightlegal.net](mailto:nvbkfiling@wrightlegal.net) , [jcraig@wrightlegal.net](mailto:jcraig@wrightlegal.net) ;  
[kwightman@wrightlegal.net](mailto:kwightman@wrightlegal.net)

**YANXIONG LI on behalf of Plaintiff FRED SADRI**  
[yli@wrightlegal.net](mailto:yli@wrightlegal.net) , [nvbkfiling@wrightlegal.net](mailto:nvbkfiling@wrightlegal.net) , [jcraig@wrightlegal.net](mailto:jcraig@wrightlegal.net) ;  
[kwightman@wrightlegal.net](mailto:kwightman@wrightlegal.net)

**YANXIONG LI on behalf of Plaintiff RAY KOROGHLI**  
[yli@wrightlegal.net](mailto:yli@wrightlegal.net) , [nvbkfiling@wrightlegal.net](mailto:nvbkfiling@wrightlegal.net) , [jcraig@wrightlegal.net](mailto:jcraig@wrightlegal.net) ;  
[kwightman@wrightlegal.net](mailto:kwightman@wrightlegal.net)

**YANXIONG LI on behalf of Plaintiff SATHSOWI T. KOROGHLI**  
[yli@wrightlegal.net](mailto:yli@wrightlegal.net) , [nvbkfiling@wrightlegal.net](mailto:nvbkfiling@wrightlegal.net) , [jcraig@wrightlegal.net](mailto:jcraig@wrightlegal.net) ;  
[kwightman@wrightlegal.net](mailto:kwightman@wrightlegal.net)

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**ADAM P MCMILLEN on behalf of Cross Defendant JED MARGOLIN**  
[amcmillen@bhfs.com](mailto:amcmillen@bhfs.com) , [nlindslev@bhfs.com](mailto:nlindslev@bhfs.com)

**ADAM P MCMILLEN on behalf of Defendant JED MARGOLIN**  
[amcmillen@bhfs.com](mailto:amcmillen@bhfs.com) , [nlindslev@bhfs.com](mailto:nlindslev@bhfs.com)

**ARTHUR ZORIO on behalf of Cross Defendant JED MARGOLIN**  
[azorio@bhfs.com](mailto:azorio@bhfs.com) , [RenoIDFilings@bhfs.com](mailto:RenoIDFilings@bhfs.com)

**ARTHUR ZORIO on behalf of Defendant JED MARGOLIN**  
[azorio@bhfs.com](mailto:azorio@bhfs.com) , [RenoIDFilings@bhfs.com](mailto:RenoIDFilings@bhfs.com)

3. On April 16, 2018, I served the above-named document(s) by the following means to the persons as listed below:

- b. United States mail, postage fully pre-paid (List persons and addresses. Attach additional paper if necessary)

JED MARGOLIN  
 c/o Brownstein Hyatt Farber Schreck, LLP  
 Attn: Matthew D. Francis, Esq.  
 Attn: Arthur Zorio, ESq.  
 5371 Kietzke Lane  
 Reno, NV 89511

JAZI GHOLAMREZA ZANDIAN  
 6 RUE EDOUARD FOURNIER  
 PARIS

STEVE E. ABELMAN on behalf of Creditor  
 JED MARGOLIN  
 BROWNSTEIN HYATT FARBER SCHRECK  
 410 17th STREET, STE 2200  
 DENVER, CO 80241

Jeffrey L. Hartman, Esq.  
 HARTMAN & HARTMAN  
 510 West Plumb Lane, Suite B  
 Reno, NV 89509  
*Attorney for Patrick Canet*

4. That such mailing was accomplished by first class mail, pre-paid, in a sealed envelope.

5. I declare under penalty of perjury that the foregoing is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signed on this 16th day of April, 2018.

/s/ Kelli Wightman  
 An employee of Wright, Finlay & Zak, LLP



1 WRIGHT, FINLAY & ZAK, LLP  
 2 Dana Jonathon Nitz, Esq.  
 3 Nevada Bar No. 0050  
 4 Edgar C. Smith, Esq.  
 5 Nevada Bar No. 5506  
 6 Yanxiong Li, Esq.  
 7 Nevada Bar No. 12807  
 8 7785 W. Sahara Ave., Suite 200  
 9 Las Vegas, NV 89117  
 10 (702) 475-7964; Fax: (702) 946-1345  
 11 [yli@wrightlegal.net](mailto:yli@wrightlegal.net)

12 *Attorneys for Plaintiffs, Fred Sadri, individually and as Trustee for The Star Living Trust, dated*  
 13 *April 14, 1997; Ray Koroghli, individually; Ray Koroghli and Sathsowi T. Koroghli, as*  
 14 *Managing Trustees for Koroghli Management Trust*

15 **UNITED STATES BANKRUPTCY COURT**  
 16 **DISTRICT OF NEVADA**

17 In re: JAZI GHOLAMREZA ZANDIAN,  
 18  
 19 Debtor.

Case No.: **16-50644-btb**

**Chapter 15**

20 PATRICK CANET,  
 21  
 22 Foreign Representative.

Adversary No.: **17-05016-btb**

23 FRED SADRI, AS TRUSTEE FOR THE STAR  
 24 LIVING TRUST, DATED APRIL 14, 1997;  
 25 RAY KOROGHLI AND SATHSOWI T.  
 26 KOROGHLI, AS MANAGING TRUSTEES  
 27 FOR KOROGHLI MANAGEMENT TRUST,

**DECLARATION OF YANXIONG LI,  
 ESQ. IN SUPPORT OF MOTION FOR  
 PARTIAL SUMMARY JUDGMENT  
 ON PLAINTIFFS' QUIET  
 TITLE/DECLARATORY CAUSE OF  
 ACTION**

Plaintiffs,

vs.

**Hearing Date: June 13, 2018  
 Hearing Time: 2:00 p.m.**

28 JED MARGOLIN; JAZI GHOLAMREZA  
 ZANDIAN; and all other parties claiming an  
 interest in real properties described in this  
 action.

Defendant.

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PATRICK CANET,  
Counterclaimant,  
vs.  
FRED SADRI, INDIVIDUALLY AND AS TRUSTEE FOR THE STAR LIVING TRUST, DATED APRIL 14, 1997; RAY KOROGHLI, INDIVIDUALLY; RAY KOROGHLI AND SATHSOWI T. KOROGHLI, AS MANAGING TRUSTEES FOR KOROGHLI MANAGEMENT TRUST,  
Counter-defendants.

PATRICK CANET,  
Crossclaimant,  
vs.  
JED MARGOLIN,  
Cross-defendant.

I, Yanxiong Li, Esq., hereby declare under penalty of perjury under the laws of the State of Nevada and federal law that the following assertions are true and correct, and of my own personal knowledge:

1. I am an attorney duly licensed to practice law in the State of Nevada and an attorney with the law firm Wright Finlay & Zak, LLP, counsel for Plaintiffs, Fred Sadri, as Trustee for The Star Living Trust, dated April 14, 1997; Ray Koroghli and Sathsowi T. Koroghli, as Managing Trustees for Koroghli Management Trust (“Plaintiffs”) in this matter. I make this Declaration in support of Plaintiff’s **MOTION FOR PARTIAL SUMMARY JUDGMENT ON PLAINTIFFS’ QUIET TITLE/DECLARATORY CAUSE OF ACTION (“MSJ”)**.

1           2.       I reviewed the publicly-available records of matters recorded against the title to  
2 real properties at issue, consisting of multiple parcels of land located in Washoe County,  
3 Nevada<sup>1</sup> (“the Property”) by viewing the same on the Washoe County Recorder’s online  
4 database known as EagleWeb (available at <http://icris.washoecounty.us/recorder/web/>; last  
5 visited on April 12, 2018). I searched the database by using the grantor-grantee names and  
6 document number for specific instruments. Public records show Plaintiffs’ interest in the subject  
7 property is as follows: In August 2003, each Plaintiff acquired a one-third (1/3<sup>rd</sup>) undivided  
8 interest in title to the Property. The Grant, Bargain and Sale Deed executed by NV Land and  
9 Resources Company identified Fred Sadri as Trustee for Star Living Trust, Ray Koroghli (a  
10 single man) and Reza Zandian (a married man as his sole and separate property) each as tenants  
11 in common with respect to one-third interest in the Property. True and correct copy of this GBS  
12 Deed recorded in the Washoe County Recorder’s Office as Book and Instrument Number  
13 2900592 is attached to this Declaration as **Exhibit 1**.

14           3.       Public records also show that on May 12, 2009, a Quitclaim Deed was recorded  
15 showing that Mr. Ray Koroghli transferred his one-third undivided interest in title to the Property  
16 to himself and Mrs. Koroghli, as Managing Trustees for Koroghli Management Trust. True and  
17 correct copy of this Quitclaim Deed recorded in the Washoe County Recorder’s Office as Book  
18 and Instrument Number 3758659 is attached to this Declaration as **Exhibit 2**.

19           4.       On June 26, 2013, Defendant Jed Margolin obtained a default judgment in the suit  
20 he had filed against the co-defendant Zandian, Optima Technology Corporation, a California  
21

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22 <sup>1</sup> The real properties at issue are multiple parcels of land located in Washoe County, Nevada  
23 described by the Assessor Parcel Numbers below: (collectively hereinafter, the “Property”):

- 24       a.       079-150-09 (Parcel 1);
- 25       b.       079-150-10 (Parcel 2);
- 26       c.       079-150-13 (Parcel 3);
- 27       d.       084-040-02 (Parcel 4);
- 28       e.       084-040-04 (Parcel 5);
- f.       084-040-06 (Parcel 6);
- g.       084-040-10 (Parcel 7);
- h.       084-130-07 (Parcel 8);
- i.       084-140-17 (Parcel 9).

1 corporation and Optima Technology Corporation, a Nevada corporation (“Default Judgment”).  
2 This Default Judgment awarded damages to Defendant Jed Margolin only against Zandian and  
3 entities unrelated to Plaintiffs. True and correct copy of this Default Judgment recorded in the  
4 Washoe County Recorder’s Office as Book and Instrument Number 4269631 is attached to this  
5 Declaration as **Exhibit 3**.

6 5. A search of public records shows that no Affidavit of Judgment or document  
7 containing information regarding the judgment debtor required under NRS 17.150(4)(a)-(d) was  
8 recorded concurrently with the Default Judgment in the official records of Washoe County,  
9 Nevada.

10 6. Pursuant to three Sheriff’s Certificates of Sale of Property, Margolin caused  
11 Parcels 2, 4, and 8 (APNs: 084-130-07; 084-040-02; 079-150-10) to be sold on April 3, 2015 by  
12 Sheriff’s Sales to himself. True and correct copies of these Sheriffs’ Certificates of Sale  
13 recorded in the Washoe County Recorder’s Office as Book and Instrument Numbers 4456021,  
14 4456032, 4456020 are attached to this Declaration as **Exhibits 4, 6 and 8**.

15 7. Pursuant to three Sheriff’s Deeds Upon Sale of Property, Margolin caused “all of  
16 the rights, title interest and claim belonging to Judgment Debtors” in Parcels 2, 4, and 8 (APNs:  
17 084-130-07; 084-040-02; 079-150-10) to be transferred to himself. True and correct copies of  
18 these Sheriffs’ Deeds Upon Sale recorded in the Washoe County Recorder’s Office as Book and  
19 Instrument Numbers 4630134, 4630133, 4630135 are attached to this Declaration as **Exhibits 5,**  
20 **7 and 9**.

21 8. Public records also show that on June 22, 2007, a Judgment Confirming  
22 Arbitration Award was recorded, requiring “Defendants to execute and deliver to [Zandian’s]  
23 counsel...” various deeds effectuating the transfer of property interest. True and correct copy of  
24 this Judgment recorded in the Washoe County Recorder’s Office as Book and Instrument  
25 Number 3547263 is attached to this Declaration as **Exhibit 10**.

26 9. A search of public records shows, however, that none of the deeds referenced in  
27 and/or attached to the Judgment Confirming Arbitration Award has been executed and recorded.  
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**Exhibit 1**

**Exhibit 1**

**Exhibit 1**

APN: 079-150-09, 079-150-10, 07-150-13  
084-040-02, 084-040-04, 084-040-06,  
084-040-10, 084-130-07, 084-140-17

**DOC # 2900592**  
08/06/2003 03:48P Fee:20.00  
BK1  
Requested By  
WESTERN TITLE COMPANY INC  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 1 of 7 RPTT 1500.00

*RPTT \$1,500.00 130277-TX*

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Star Living Trust  
950 Seven Hills Drive, Ste 1026  
Henderson, NV 89052

*2827 S. MONTA CRISTO  
LAS VEGAS, NV 89117*

*mail tax statement to above*

*25269-DAR*

*60130277*

GRANT, BARGAIN AND SALE DEED



THIS GRANT, BARGAIN AND SALE DEED is made this 1st day of AUGUST, 2003 by and between NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware limited liability company, whose address is 704 W. Nye Lane, Suite 201, Carson City, Nevada, 89703 (referred to as "GRANTOR") and FRED SADRI TRUSTEE OF THE STAR LIVING TRUST, DATED APRIL 14, 1997, AS TO AN UNDIVIDED 1/3 INTEREST, RAY KOROGHLI, AN UNMARRIED MAN, AS TO AN UNDIVIDED 1/3 INTEREST AND REZA ZANDIAN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 1/3 INTEREST, AS TENANTS IN COMMON, (referred to as "GRANTEE").

GRANTOR, in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, and other good and valuable consideration to GRANTOR paid by the GRANTEE, the receipt of which GRANTOR acknowledges, by these presents grants, bargains and sells to GRANTEE, and to GRANTEE's successors and assigns forever, all right, title and interest in and to that certain real property situated in Washoe County, State of Nevada, and more particularly described on Exhibit A, except the easement and mineral estate and interest reserved to GRANTOR.

Together with all and singular the tenements, hereditaments and appurtenances belonging, or in anywise appertaining, to the real property, and the reversion and reversions, remainder and remainders, rents, issues and profits of the real property;

To have and to hold the real property above described with the appurtenances, unto GRANTEE, and to GRANTEE's heirs, and successors and assigns forever.

GRANTOR reserves to itself and its successors and assigns a 20 foot wide access easement over, through, within, under, across and along the East and South boundaries of Section 3, Township 20 North, Range 23 East.

GRANTOR reserves to itself the exclusive right and privilege to enter on the property for the purposes of exploration and prospecting for the development, extraction, mining, production, removal and sale of all minerals, mineral substances, metals, ore-bearing materials, coal, oil, gas, other hydrocarbons, geothermal steam, liquids or brines, heat, other geothermal resources and rocks of every kind, except sand and gravel. The mineral estate and rights reserved to Grantor include all of the right, title and interest to minerals in, on or under the property, including, but not limited to, the surface and subsurface of the property, all minerals, mineral elements and compounds and ores, together with all easements and rights-of-way reserved or granted in, on or under the property, together with any and all lodes, veins and mineral deposits extending from or into or contained in the



property. The term "minerals" shall include all mineral elements and compounds, including by way of example and not by limitation, all barite, copper, gold, iron, silver and other metals, whether the same are presently known to exist on the property or are subsequently discovered on the property, and regardless of the method of extraction, mining or processing of the same (whether open pit or strip mining, underground mining, surface or subsurface leaching) whether presently or subsequently employed, invented, or developed. Grantor reserves to itself the rights of egress and ingress to and from the property for any and all purposes related to the mineral estate reserved to Grantor. Grantor shall conduct all of its activities in accordance with all applicable laws, regulations, and ordinances, and shall defend, indemnify and hold Grantee from and against all actions, claims, damages and losses resulting from Grantor's exercise of the rights appurtenant to its reserved mineral estate. Grantor shall compensate Grantee for surface damages resulting from Grantor's activities related to Grantor's reserved mineral estate. If Grantee and Grantor are unable to mutually determine the damages resulting to the surface, such damages shall be determined by a mutually acceptable independent appraiser who shall determine the fair market value of the surface damaged as a result of Grantor's activities.

**GRANTOR** makes no representation or warranty concerning the effect of those Minerals Leases, by and between Southern Pacific Land Company, a California corporation, as lessor, and SFP Minerals Corporation, a Delaware corporation, as lessee, to the degree or the extent that the same applies and is enforceable against the property described in this Grant, Bargain and Sale Deed, if at all.

**GRANTOR** has executed this Grant, Bargain and Sale Deed the day and year first above written.

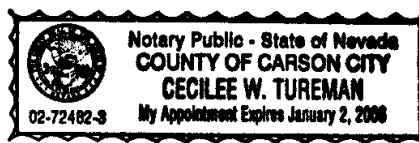
**NEVADA LAND AND RESOURCE COMPANY, LLC, A  
DELAWARE LIMITED LIABILITY COMPANY**

By: *Dorothy A. Timian-Palmer*  
Dorothy A. Timian-Palmer  
Chief Operating Officer

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF CARSON CITY    )

This instrument was acknowledged before me on August 1, 2003, by Dorothy A. Timian-Palmer its Chief Operating Officer of and for Nevada Land and Resource Company, LLC, a Delaware limited liability company.

*Cecilee W. Tureman*  
Notary Public





2900592  
08/06/2003  
3 of 7**EXHIBIT " A "**

All that real property situate in the County of Washoe, State of Nevada,  
described as follows:

**PARCEL A:**

A.P.N. 079-150-09

The Northeast  $\frac{1}{4}$  and the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  and the South  $\frac{1}{2}$  in  
Section 33, Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar  
and other valuable minerals as reserved by the United States of America or the  
State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores  
within or underlying the property, including, without limitation, oil, natural gas  
and hydrocarbon substances, geothermal steam, brines and minerals in solution,  
and sand gravel and aggregates, and products derived therefrom, together with  
any rights of ingress and egress in, upon or over the property and to make such  
use of the property and the surface thereof as is necessary or useful in  
connection therewith, as reserved in the Deed recorded January 09, 1990 in  
Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL B:**

A.P.N. 079-150-10

Section 31, Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar  
and other valuable minerals as reserved by the United States of America or the  
State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores  
within or underlying the property, including, without limitation, oil, natural gas  
and hydrocarbon substances, geothermal steam, brines and minerals in solution,  
and sand gravel and aggregates, and products derived therefrom, together with

2900592  
08/06/2003  
4 of 7

any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**

A.P.N. 079-150-13

The Northeast  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of Section 27,  
Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**

A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such



use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**

A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**

A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**

A.P.N. 084-040-10

The North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**

A.P.N. 084-130-07

The Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and Government Lot 1 in the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

Exhibit 2

Exhibit 2

Exhibit 2

**DOC # 3758659**

05/12/2009 09:06:43 AM  
Requested By  
SOLOMON DWIGGINS & FREER LTD  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Fee: \$19.00 RPTT: \$0.00  
Page 1 of 6



**RECORDING REQUESTED BY:**  
SOLOMON DWIGGINS & FREER  
Acuity Financial Center  
7881 W. Charleston Blvd., Ste 240  
Las Vegas, NV 89117

**WHEN RECORDED MAIL TO:**  
**MAIL TAX STATEMENTS TO:**  
Ray Koroghli and Sathsowi Koroghli,  
Trustees of the Koroghli Management Trust  
3055 Via Sarafina Drive  
Henderson, NV 89056

(FOR RECORDER'S USE ONLY)

**APN:** 079-150-09, 079-150-10, 079-150-13  
084-040-02, 084-040-04, 084-040-06  
084-040-10, 084-130-07, 084-140-17

**QUITCLAIM DEED**

FOR VALUABLE CONSIDERATION, RAY KOROGHLI, a married man, as his sole and separate property, does hereby remise, release and forever quitclaim his undivided one-third (1/3) interest, to RAY KOROGHLI and SATHSOWI THAY KOROGHLI, as Managing Trustees of the KOROGHLI MANAGEMENT TRUST, the following real property situated in the County of Washoe, State of Nevada, described as follows:

**SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A".**

- SUBJECT TO:
1. Taxes for the current fiscal year, paid current.
  2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record.

///

///





3758659 Page 3 of 6 05/12/2009 09:06:43 AM

**EXHIBIT "A"**

**PARCEL A:**

APN: 079-150-09

The Northeast Quarter (NE1/4) and the South Half (S1/2) of the Northwest Quarter (NW1/4) and the South Half (S1/2) in Section 33, Township 21 North, Range 23 East, M.D.B. &M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, page 756 as Document No. 1373452 of Official Records.

**PARCEL B:**

APN: 079-150-10

Section 31, Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon and over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**

APN: 079-150-13

The Northeast Quarter (NE1/4); South Half (S1/2) of the Northwest Quarter (NW1/4); South Half (S1/2) of Section 27, Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

3758659 Page 4 of 6 05/12/2009 09:06:43 AM

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**

APN: 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress, in upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**

APN: 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress, in upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**

APN: 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

3758659 Page 5 of 6 05/12/2009 09:06:43 AM

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress, in upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**

APN: 084-040-10

The North Half (N1/2) and the North Half (N1/2) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) and the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) and the North Half (N1/2) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) and the North Half (N1/2) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4), all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress, in upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**

APN: 084-130-07

The Northwest Quarter (NW1/4) and the North Half (N1/2) of the Southwest Quarter (SW1/4) and Government Lot 1 in the Southwest Quarter (SW1/4) of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon

3758659 Page 6 of 6 05/12/2009 09:06:43 AM

substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress, in upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

APN: 084-140-17

The Northeast Quarter (NE1/4) of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress, in upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, page 840 as Document No. 1534872 of Official Records.

Exhibit 3

Exhibit 3

Exhibit 3

**DOC # 4269631**

08/16/2013 10:18:21 AM

Requested By  
**WATSON ROUNDS**

Washoe County Recorder

Laurence R. Burtness - Recorder

Fee: \$21.00 RPTT: \$0.00

Page 1 of 5

**RECORDING COVER PAGE**

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# \_\_\_\_\_



(11 digit Assessor's Parcel Number may be obtained at:  
<http://redrock.co.clark.nv.us/assrrealprop/owner.aspx>)

**TITLE OF DOCUMENT**  
(DO NOT Abbreviate)

\_\_\_\_\_  
**DEFAULT JUDGMENT**  
\_\_\_\_\_

Document Title on cover page must appear **EXACTLY** as the first page of the document to be recorded.

**RECORDING REQUESTED BY:**

**Watson Rounds, P.C.**  
\_\_\_\_\_

RETURN TO: Name Watson Rounds, P.C.

Address 5371 Kietzke Lane

City/State/Zip Reno, NV 89511

**MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)**

Name N/A

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly—do not use page scaling.

Matthew D. Francis (6978)  
Adam P. McMillen (10678)  
WATSON ROUNDS  
5371 Kietzke Lane  
Reno, NV 89511  
Telephone: 775-324-4100  
Facsimile: 775-333-8171  
*Attorneys for Plaintiff Jed Margolin*

REC'D & FILED

2013 JUN 24 PM 4: 12

ALAN GLOVER  
C. ERVEN  
BY \_\_\_\_\_ CLERK  
DEPUTY

**In The First Judicial District Court of the State of Nevada  
In and for Carson City**

JED MARGOLIN, an individual,

Plaintiff,

vs.

OPTIMA TECHNOLOGY CORPORATION,  
a California corporation, OPTIMA  
TECHNOLOGY CORPORATION, a Nevada  
corporation, REZA ZANDIAN aka  
GOLAMREZA ZANDIANJAZI aka GHOLAM  
REZA ZANDIAN aka REZA JAZI aka J. REZA  
JAZI aka G. REZA JAZI aka GHONONREZA  
ZANDIAN JAZI, an individual, DOE Companies  
1-10, DOE Corporations 11-20, and DOE  
Individuals 21-30,

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**DEFAULT JUDGMENT**

WHEREAS Plaintiff JED MARGOLIN filed an Amended Complaint in this action on August 11, 2011. On March 5, 2012, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA ZANDIAN JAZI ("Zandian") served a General Denial to the Amended Complaint. On March 13, 2012, OPTIMA TECHNOLOGY CORPORATION, a California corporation, OPTIMA TECHNOLOGY CORPORATION, a Nevada corporation, served a General Denial to the Amended Complaint.

1 WHEREAS on June 28, 2012, this Court issued an order requiring the corporate  
2 Defendants to retain counsel and that counsel must enter an appearance on behalf of the  
3 corporate Defendants by July 15, 2012. If no such appearance was entered, the June 28, 2012  
4 order said that the corporate Defendants' General Denial shall be stricken. Since no  
5 appearance was made on their behalf, a default was entered against them on September 24,  
6 2012. A notice of entry of default judgment was filed on November 6, 2012.

7 WHEREAS on January 15, 2013, this Court issued an order striking the General Denial  
8 of Zandian and awarding his fees and costs incurred in bringing the motion to strike. A default  
9 was entered against Zandian on March 28, 2013. A notice of entry of default judgment was  
10 filed on April 5, 2013.

11 WHEREAS Defendants are not infants or incompetent persons and are not in the  
12 military service of the United States as defined by 50 U.S.C. § 521.

13 WHEREAS the allegations in Plaintiff's Amended Complaint warrant entry of final  
14 judgment against all named Defendants for conversion, tortious interference with contract,  
15 intentional interference with prospective economic advantage, unjust enrichment, and unfair  
16 and deceptive trade practices.

17 WHEREAS all Defendants are jointly and severally liable to Plaintiff for the principal  
18 amount of \$1,495,775.74.

19 THEREFORE, Judgment is hereby entered for Plaintiff and against Defendant Zandian  
20 and Defendants Optima Technology Corporation, a Nevada corporation, and Optima  
21 Technology Corporation, a California corporation, for damages, along with pre-judgment  
22 interest, attorney's fees and costs in the amount of \$1,495,775.74, plus interest at the legal rate,  
23 pursuant to NRS 17.130, thereon from the date of default until the judgment is satisfied.

24 ///

25 ///

26 ///

27 ///

28 ///



1 JUDGMENT is hereby entered against Defendant Zandian and Defendants Optima  
2 Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a  
3 California corporation, in favor of Plaintiff this 24<sup>th</sup> day of June, 2013.  
4

5  
6 James T. Brundell  
DISTRICT COURT JUDGE  
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COPIES

COPY

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

Date July 26, 2013

Alan Glover, City Clerk and Clerk of the First Judicial District Court of the State of Nevada, In and for Carson City.

By [Signature] Deputy

Per NRS 239 Sec.6 the SSN may be redacted, but in no way affects the legality of the document.

Exhibit 4

Exhibit 4

Exhibit 4

APN# 084-130-07

**Recording Requested by:**

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PARK BLVD

City/State/Zip: RENO, NV 89512

**When Recorded Mail to:**

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PARK BLVD

City/State/Zip: RENO, NV 89512

**Mail Tax Statement to:**

Name: JED MARGOLIN  
C/O WATSON ROUNDS

Address: 5371 KEETZKE LANE

City/State/Zip: RENO, NV 89511

**DOC # 4456021**

04/09/2015 11:23:36 AM

Requested By  
WATSON ROUNDS  
Washoe County Recorder  
Lawrence R. Burtness - Recorder  
Fee: \$18.00 RPTT: \$0.00  
Page 1 of 2



( for Recorder's use only )

CERTIFICATE OF SALE  
**( Title of Document )**

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.  
(Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:  
\_\_\_\_\_  
(State specific law)

[Signature]  
Signature

OFFICE SUPPORT SPECIALIST  
Title

STEVEN WOOD  
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

**SHERIFF'S CERTIFICATE OF SALE OF PROPERTY  
IN THE STATE OF NEVADA IN AND FOR THE COUNTY OF WASHOE**

*Jed Margolin, an individual,*  
**PLAINTIFF,**

**V.** **CASE NO. 090C005791B**  
*Optima Technology Corporation, a California corporation, Optima Technology Corporation, a Nevada corporation, Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30,*  
**DEFENDANT,**


I hereby certify that, under and by virtue of an execution issued out of the **FIRST JUDICIAL DISTRICT**, of the State of Nevada, in and for the County of Carson City, wherein, *Jed Margolin, an individual*, Plaintiff, recovered judgment against *Optima Technology Corporation, a California corporation, Optima Technology Corporation, a Nevada corporation, Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30*, Defendant, attested the **June 24, 2013**, by which I was commanded to make the sum of **\$1,592,062.81**, with interest and costs together to satisfy the judgment in said action, plus Sheriff's fees and publication fees, all as more fully appear in said writ. I did levy on the property that could be found, and on **April 3, 2015**, at the **Second Judicial District Court, at 75 Court Street, City of Reno, County of Washoe, State of Nevada**, after due and legal notice, duly sold at public auction according to law all right, title and interest of the said judgment debtor, *Optima Technology Corporation, a California corporation, Optima Technology Corporation, a Nevada corporation, Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30*, to *Jed Margolin*, who made the highest bid therefore at such sale for the sum of **\$3,000.00** in lawful money of the United States, which was the whole price paid therefore, in and to the following described property, to wit:

**APN: 084-130-07 E Interstate 80, The Northwest 1/4 and the North 1/2 of the Southwest 1/4 and the Government Lot 1 in the Southwest 1/4 of Section 15, Township 20 North, Range 23 East, M.D.B.&M.**

I do hereby certify that the said property was sold. I further certify that if the sale was of personal property, the sale is final. If the sale was of real property, said sale is subject to redemption as provided in NRS Chapter 21.

Given under my hand this **Friday, April 03, 2015**.

**CHUCK ALLEN, SHERIFF**

By   
Sheriff's Authorized Agent  
**STEVEN WOOD**

**Acknowledgement in representative capacity  
(NRS 240.1665)**

State of Nevada )  
County of Washoe )

This instrument was acknowledged before me on 4-3-15 by **STEVEN WOOD** authorized agent for the Washoe County Sheriff's Office.

 **EVE M. KING**  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No: 82-2830-2 - Expires November 1, 2017

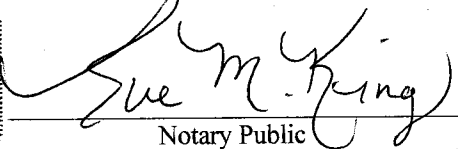
  
Notary Public

Exhibit 5

Exhibit 5

Exhibit 5

APN: 084-130-07

Mail Tax Statements To:  
Grantee at address stated below

When recorded, mail to:  
Grantee at address stated below

**DOC # 4630134**

09/08/2016 04:39:43 PM  
Requested By  
BROWNSTEIN HYATT FARBER SCHRECK  
Washoe County Recorder  
Laurence R. Burtness - Recorder  
Fee: \$18.00 RPTT: \$12.30  
Page 1 of 2



Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

(Rev. 1-31-2013)

**SHERIFFS DEED UPON EXECUTION OF REAL PROPERTY**  
(NRS 21.220)

**Grantor:** Chuck Allen,  
Sheriff of Washoe County

**Grantee:** Jed Margolin  
c/o Brownstein, Hyatt, Farber, Schreck  
5371 Kietzke Lane  
Reno, NV 89511

**Property:** APN: 084-130-07 E Interstate 80, The Northwest 1/4 and the North 1/2 of the Southwest 1/4 and the Government Lot 1 in the Southwest 1/4 of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

**Recitals**

WHEREAS:

A. A Writ of Execution (Real Property) was entered on June 24, 2013 by the First Judicial District Court in Case No. 090C005791B (Jed Margolin, an individual – “Judgment Creditor”-- vs. Optima Technology Corporation, a California corporation, Optima Technology Corporation, a Nevada corporation, Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30 – “Judgment Debtors”-- ) instructing the Sheriff of Washoe County to execute on the above described Property.

B. Pursuant to notice of sale duly given to the Judgment Debtors as required by law, a sale of the Property was conducted at 9:45 a.m. on April 3, 2015, on the courthouse steps of the Second Judicial District Court, and the above named Grantee submitted a credit bid for \$3,000.00 and was the highest bidder at the sale;





Exhibit 6

Exhibit 6

Exhibit 6

APN# 084-040-02

**Recording Requested by:**

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PARK BLVD

City/State/Zip: RENO, NV 89512

**When Recorded Mail to:**

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PARK BLVD

City/State/Zip: RENO, NV 89512

**Mail Tax Statement to:**

Name: JED MARGOLIN  
c/o WATSON ROUNDS

Address: 5371 KEETZES LANE

City/State/Zip: RENO, NV 89511

**DOC # 4456032**

04/09/2015 11:25:42 AM

Requested By

WATSON ROUNDS

Washoe County Recorder

Lawrence R. Burtness - Recorder

Fee: \$18.00 RPTT: \$0.00

Page 1 of 2



( for Recorder's use only )

CERTIFICATE OF SALE  
**( Title of Document )**

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.  
(Per NRS 239B.030)

**-OR-**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:  
\_\_\_\_\_  
(State specific law)

Signature

OFFICE SUPPORT SPECIALIST  
Title

STEVEN WOOD  
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

4456032 Page 2 of 2 - 04/09/2015 11:25:42 AM

SHERIFF'S CERTIFICATE OF SALE OF PROPERTY IN THE STATE OF NEVADA IN AND FOR THE COUNTY OF WASHOE

Jed Margolin, an individual,

PLAINTIFF,

v.

CASE NO. 090C005791B

Optima Technology Corporation, a California corporation, Optima Technology Corporation, a Nevada corporation, Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30,

DEFENDANT.

I hereby certify that, under and by virtue of an execution issued out of the FIRST JUDICIAL DISTRICT, of the State of Nevada, in and for the County of Carson City, wherein, Jed Margolin, an individual, Plaintiff, recovered judgment against Optima Technology Corporation, a California corporation, Optima Technology Corporation, a Nevada corporation, Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30, Defendant, attested the June 24, 2013, by which I was commanded to make the sum of \$1,592,062.81, with interest and costs together to satisfy the judgment in said action, plus Sheriff's fees and publication fees, all as more fully appear in said writ. I did levy on the property that could be found, and on April 3, 2015, at the Second Judicial District Court, at 75 Court Street, City of Reno, County of Washoe, State of Nevada, after due and legal notice, duly sold at public auction according to law all right, title and interest of the said judgment debtor, Optima Technology Corporation, a California corporation, Optima Technology Corporation, a Nevada corporation, Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30, to Jed Margolin, who made the highest bid therefore at such sale for the sum of \$5,000.00 in lawful money of the United States, which was the whole price paid therefore, in and to the following described property, to wit:

APN: 084-040-02 Pierson Canyon Road, Section 5, Township 20 North, Range 23 East, M.D.B.&M.

I do hereby certify that the said property was sold. I further certify that if the sale was of personal property, the sale is final. If the sale was of real property, said sale is subject to redemption as provided in NRS Chapter 21.

Given under my hand this Friday, April 03, 2015.

CHUCK ALLEN, SHERIFF

By [Signature] Sheriff's Authorized Agent STEVEN WOOD

State of Nevada )

Acknowledgement in representative capacity

County of Washoe )

(NRS 240.1665)

This instrument was acknowledged before me on 4-3-15 by STEVEN WOOD authorized agent for the Washoe County Sheriff's Office.



[Signature] Notary Public

Exhibit 7

Exhibit 7

Exhibit 7

**DOC # 4630133**

09/08/2016 04:36:13 PM  
Requested By  
BROWNSTEIN HYATT FARBER SCHRECK  
Washoe County Recorder  
Lawrence R. Burtness - Recorder  
Fee: \$18.00 RPTT: \$20.50  
Page 1 of 2

APN: 084-040-02

Mail Tax Statements To:  
Grantee at address stated below

When recorded, mail to:  
Grantee at address stated below



Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

(Rev. 1-31-2013)

**SHERIFFS DEED UPON EXECUTION OF REAL PROPERTY**  
(NRS 21.220)

**Grantor:** Chuck Allen,  
Sheriff of Washoe County

**Grantee:** Jed Margolin  
c/o Brownstein, Hyatt, Farber, Schreck  
5371 Kietzke Lane  
Reno, NV 89511

**Property:** APN: 084-040-02 Pierson Canyon Road, Section 5, Township 20 North,  
Range 23 East, M.D.B.&M.

**Recitals**

WHEREAS:

A. A Writ of Execution (Real Property) was entered on June 24, 2013 by the First Judicial District Court in Case No. 090C005791B (Jed Margolin, an individual – “Judgment Creditor”-- vs. Optima Technology Corporation, a California corporation, Optima Technology Corporation, a Nevada corporation, Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30 – “Judgment Debtors”-- ) instructing the Sheriff of Washoe County to execute on the above described Property.

B. Pursuant to notice of sale duly given to the Judgment Debtors as required by law, a sale of the Property was conducted at 9:30 a.m. on April 3, 2015, on the courthouse steps of the Second Judicial District Court, and the above named Grantee submitted a credit bid for \$5,000.00 and was the highest bidder at the sale;

4630133 Page 2 of 2 - 09/08/2016 04:36:13 PM

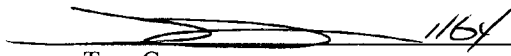
C. A Sheriff's Certificate of Sale of Property for the property was executed by an authorized agent of the Washoe County Sheriff and delivered on or about April 3, 2015 to the above named Grantee, and was recorded as Document 4456032 in the Official Records of Washoe County, Nevada, on April 9, 2015;

D. No notice of redemption has been tendered by any person to the Sheriff as of the date of this deed, and therefore the Property was not redeemed within one year from the date of the sale, and the Grantee has asked for a Sheriff's Deed under NRS 21.220.

**Conveyance**

The Sheriff of Washoe County, for valuable consideration in hand and received, hereby grants and conveys to Grantee all of the rights, title interest and claim belonging to Judgment Debtors, Optima Technology Corporation, a California corporation, Optima Technology Corporation, a Nevada corporation, Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30, in and to that Property described above and all improvements thereon and all appurtenances thereto.

Executed this   2nd   day of   September  , 2016.

  
\_\_\_\_\_  
Tom Green,  
Chief Deputy of Washoe County

State of Nevada     )  
                                  )  
County of Washoe    )

**Acknowledgement in representative capacity**  
(NRS 240.1665)

This instrument was acknowledged before me on   9-2-16   by TOM GREEN as Chief Deputy of the Washoe County Sheriff's Office



  
\_\_\_\_\_  
Notary Public

Exhibit 8

Exhibit 8

Exhibit 8

APN# 079-150-10

**Recording Requested by:**

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 411 PARK BLVD

City/State/Zip: RENO, NV 89512

**When Recorded Mail to:**

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 411 PARK BLVD

City/State/Zip: RENO, NV 89512

**Mail Tax Statement to:**

Name: J & D MARGOLIN  
C/O WATSON ROUNDS

Address: 5371 KESTAKE LANE

City/State/Zip: RENO, NV 89511

**DOC # 4456020**

04/09/2015 11:20:44 AM

Requested By

WATSON ROUNDS

Washoe County Recorder

Laurence R. Burtness - Recorder

Fee: \$18.00 RPTT: \$0.00

Page 1 of 2



( for Recorder's use only )

CERTIFICATE OF SALE

( Title of Document )

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.  
(Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:  
\_\_\_\_\_  
(State specific law)

[Signature]  
Signature

OFFICE SUPPORT SPECIALIST  
Title

STEVEN WOOD  
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4

This cover page must be typed or printed in black ink.

(Additional recording fee applies)





Exhibit 9

Exhibit 9

Exhibit 9

**DOC # 4630135**

09/08/2016 04:43:26 PM

Requested By  
**BROWNSTEIN HYATT FARBER SCHRECK**  
Washoe County Recorder

Lawrence R. Burtness - Recorder

Fee: \$18.00 RPTT: \$20.50

Page 1 of 2

APN: 079-150-10

Mail Tax Statements To:  
Grantee at address stated below

When recorded, mail to:  
Grantee at address stated below



Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

(Rev. 1-31-2013)

**SHERIFFS DEED UPON EXECUTION OF REAL PROPERTY**  
(NRS 21.220)

**Grantor:** Chuck Allen,  
Sheriff of Washoe County

**Grantee:** Jed Margolin  
c/o Brownstein, Hyatt, Farber, Schreck  
5371 Kietzke Lane  
Reno, NV 89511

**Property:** APN: 079-150-10 State Route 447, Section 31, Township 21 North, Range 23 East, M.D.B.&M.

**Recitals**

**WHEREAS:**

A. A Writ of Execution (Real Property) was entered on June 24, 2013 by the First Judicial District Court in Case No. 090C005791B (Jed Margolin, an individual – “Judgment Creditor”-- vs. Optima Technology Corporation, a California corporation, Optima Technology Corporation, a Nevada corporation, Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30 – “Judgment Debtors”-- ) instructing the Sheriff of Washoe County to execute on the above described Property.

B. Pursuant to notice of sale duly given to the Judgment Debtors as required by law, a sale of the Property was conducted at 9:15 a.m. on April 3, 2015, on the courthouse steps of the Second Judicial District Court, and the above named Grantee submitted a credit bid for \$5,000.00 and was the highest bidder at the sale;

4630135 Page 2 of 2 - 09/08/2016 04:43:26 PM

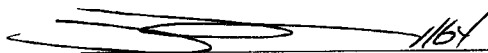
C. A Sheriff's Certificate of Sale of Property for the property was executed by an authorized agent of the Washoe County Sheriff and delivered on or about April 3, 2015 to the above named Grantee, and was recorded as Document 4456020 in the Official Records of Washoe County, Nevada, on April 9, 2015;

D. No notice of redemption has been tendered by any person to the Sheriff as of the date of this deed, and therefore the Property was not redeemed within one year from the date of the sale, and the Grantee has asked for a Sheriff's Deed under NRS 21.220.

**Conveyance**

The Sheriff of Washoe County, for valuable consideration in hand and received, hereby grants and conveys to Grantee all of the rights, title interest and claim belonging to Judgment Debtors, Optima Technology Corporation, a California corporation, Optima Technology Corporation, a Nevada corporation, Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30, in and to that Property described above and all improvements thereon and all appurtenances thereto.

Executed this 2nd day of September, 2016.



Tom Green,  
Chief Deputy of Washoe County

State of Nevada )  
                          )  
County of Washoe )

**Acknowledgement in representative capacity**  
(NRS 240.1665)

This instrument was acknowledged before me on 9/2/16 by TOM GREEN as Chief Deputy of the Washoe County Sheriff's Office

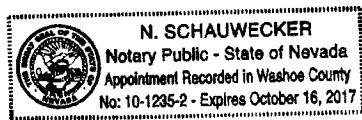
  
\_\_\_\_\_  
Notary Public

Exhibit 10

Exhibit 10

Exhibit 10

**DOC # 3547263**

06/22/2007 04:41:06 PM

Requested By  
**JOHN PETER LEE**

Washoe County Recorder

Kathryn L. Burke - Recorder

Fee: \$132.00 RPTT: \$0.00

Page 1 of 119



JUDGMENT CONFIRMING  
ARBITRATION AWARD

Recording requested by:

**JOHN PETER LEE, LTD.**

Return to:

John Peter Lee, Ltd.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101

This page added to provide additional information required by NRS 111.312  
Sections 1-2. (Additional recording fee applies.)

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 JUDGE  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

FILED  
JUN 8 10 51 AM '07  
*[Signature]*  
CLERK OF THE COURT

7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI,

CASE NO.: A511131  
DEPT. NO.: XI

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,

16 Defendants.

**JUDGMENT CONFIRMING  
ARBITRATION AWARD**

18 RAY KOROGHLI, individually and FARIBORZ  
19 FRED SADRI, individually,

20 Counterclaimants,

DATE: 6-5-07  
TIME: 9:00 a.m.

21 v.

22 GHOLAMREZA ZANDIAN JAZI,

23 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

1 GHOLAMREZA ZANDIAN JAZI, )  
 2 Counterclaimant, )  
 3 v. )  
 4 WENDOVER PROJECT, LLC, )  
 5 Counterdefendant. )

6 1334.022860-JLR

7 ZANDIAN'S MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON  
 8 ARBITRATION AWARD and the Defendants' COUNTERMOTION TO VACATE  
 9 ARBITRATION AWARD having come before this Court on Tuesday, June 5, 2007, the Honorable  
 10 Elizabeth Gonzalez presiding, and the Court being fully apprised in the premises and good cause  
 11 appearing, it is hereby

12 ORDERED that Plaintiff's MOTION FOR CONFIRMATION AND ENTRY OF  
 13 JUDGMENT ON ARBITRATION AWARD is granted, and Defendants' COUNTERMOTION TO  
 14 VACATE ARBITRATION AWARD is denied.

15 IT IS FURTHER ORDERED that this Court confirms the Arbitration Awards made and  
 16 entered by Floyd A. Hale, Esq., and enters judgment on the Arbitration Awards as follows:

17 IT IS ORDERED, ADJUDGED AND DECREED that all of the relief granted by the  
 18 aforesaid Arbitrator in his Arbitration Decision dated the 20th day of September, 2006, a copy of  
 19 which is attached hereto as Exhibit "1" is granted by this Court.

20 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Arbitrator's Decision  
 21 Denying Defendants' Motion to Change Award dated the 11th day of October, 2006, a copy of which  
 22 is attached hereto as Exhibit "2" is granted by this Court.

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all relief granted in the  
 24 Implementation Award dated the 29th day of November, 2006, a copy of which is attached hereto  
 25 as Exhibit "3" is granted by this Court.

26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Arbitrator's Report  
 27 and Recommendation to District Court dated the 28th day of February, 2007, a copy of which is  
 28 attached hereto as Exhibit "4" is granted by this Court.

**JOHN PETER LEE, LTD.**  
 ATTORNEYS AT LAW  
 830 LAS VEGAS BOULEVARD SOUTH  
 LAS VEGAS, NEVADA 89101  
 Telephone (702) 382-4044  
 Telecopier (702) 383-9950



1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court retains  
2 jurisdiction to implement this Judgment.

3 Dated this 7 day of June, 2007.

4   
5 Honorable Elizabeth Gonzalez  
6 District Court Judge


7 SUBMITTED BY:

8 JOHN PETER LEE, LTD.

9  
10 BY: 

11 JOHN PETER LEE, ESQ.  
12 Nevada Bar No. 001768  
13 MICHAEL A. REYNOLDS, ESQ.  
14 Nevada Bar No. 008631  
15 830 Las Vegas Boulevard South  
16 Las Vegas, Nevada 89101  
17 Ph: (702) 382-4044/Fax: (702) 383-9950  
18 Attorneys for Plaintiff/Counterdefendant

19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

  
CLERK OF COURT

JUN 8 '07

DOCUMENT ATTACHED IS A  
TRUE AND CORRECT COPY  
OF THE ORIGINAL  
- 3 - ON FILE

Copy

**EXHIBIT ONE**

RECEIVED  
SEP 22 2006  
JOHN PETER LEE, LTD.

1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator

DISTRICT COURT  
CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

**ARBITRATION DECISION**

22 Arbitration Hearings in this matter were conducted for two full days. The parties  
23 submitted voluminous exhibits, depositions and briefs to the Arbitrator. Having reviewed the  
24 documentation submitted and having heard the testimony and representations of the parties, the  
25 following Arbitration Decision is entered:  
26

27 1. The entire interest in the Pah Rah, LLC, property will be transferred to Gholamreza  
28

FLOYD A. HALE  
SPECIAL MASTER  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhaile@floydahale.com

1 Zandian Jazi, free and clear of all encumbrances, including the promissory note secured by Deed  
2 of Trust issued for the benefit of Fariborz Fred Sadri; any obligation owed to Jeff Codega, related  
3 to work that was performed as to the Pah Rah real estate will be the obligation of Gholamreza  
4 Zandian Jazi;

5  
6 2. The 320 acres referenced in the briefs and this lawsuit will be transferred free and clear  
7 to Gholamreza Zandian Jazi without any obligation to the other litigants or parties to this  
8 Arbitration or to any other party who may profess to have an interest in the 320 acres that are  
9 bound by this lawsuit and Arbitration;

10  
11 3. Fariborz Fred Sadri and Ray Koroghli will, within 30 days from the service of this  
12 Arbitration Decision, pay Gholamreza Zandian Jazi \$250,000.00 in return for Gholamreza  
13 Zandian Jazi waiving any claims or any rights as to the Big Springs Ranch, LLC or any of its  
14 assets;

15  
16 4. That Gholamreza Zandian Jazi will transfer any interest in the Wendover project, LLC,  
17 including all assets and real estate to Fariborz Fred Sadri and Ray Koroghli;

18  
19 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
20 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
21 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
22 Arbitration waive any claims to reimbursement or participation in any consulting fees previously  
23 paid to Gholamreza Zandian Jazi from the seller of the real estate to those entities;

24  
25 6. That the parties, through counsel, will prepare all necessary documents to effect the  
26 transfers of the real estate assets and LLC entities and the parties to this lawsuit and Arbitration  
27 will execute all necessary documents to effect this Arbitration Order, including a mutual Release  
28 to be executed by all parties.

FLUDD A. HALE  
SPECIAL MASTER  
2300 W. LAS VEGAS AVE. SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhaale@fluydhaale.com

7. That each party pay their own fees and costs incurred herein.

DATED this 20<sup>th</sup> day of September, 2006.

By: 

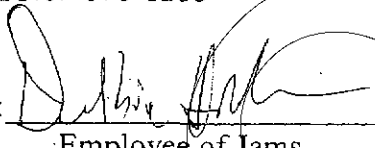
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

CERTIFICATE OF FACSIMILE AND MAIL

I hereby certify that on the 21 day of September, 2006, I faxed and mailed a true and correct copy of the foregoing addressed to:

John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101  
Attorneys for Plaintiffs  
Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By:   
Employee of Jams

FLOYD A. HALE  
SPECIAL MASTER  
2300 W. S. IVE. SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 457-5267 EMAIL fahale@floydahale.com

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COPY

**EXHIBIT TWO**

1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator

DISTRICT COURT  
CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI,  
11 Plaintiff,

Case No. A511131  
Dept. No. XII

12 vs.

13 RAY KOROGHILL, individually,  
14 FABIRORZ FRED SADRI, individually,  
15 and as Trustee of the Star Living Trust,  
16 WENDOVER PROJECT, LLC, a Nevada  
17 limited liability company; BIG SPRING  
18 RANCH, LLC, a Nevada limited liability  
19 company, and NEVADA LAND AND  
20 WATER RESOURCES, LLC, a Nevada  
21 limited liability company,

Defendants.

**ARBITRATION DECISION**

22 On October 11, 2006, the Arbitrator received the Defendant's **MOTION TO CHANGE**  
23 **AWARD BY ARBITRATOR PURSUANT TO NRS 38.237.** The Motion requests that  
24 Zandian Jazi: Execute documents necessary to have the property transferred as required by the  
25 Arbitration Decision; issue guarantees that he has not made transfers to third parties; assign shares  
26 of shipyard stock; warrant and verify that he is in a position to execute documents required by the  
27  
28

FLOYD A. HALE  
SPECIAL MASTER  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhaile@floydahale.com


1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration  
2 Agreement.

3  
4 The Motion goes well beyond the Arbitration Decision asking to reopen evidentiary  
5 matters which are unnecessary at this time. Furthermore, paragraph 6 of the Arbitration Decision  
6 indicates as follows:

7  
8 6. That the parties, through counsel, will prepare all necessary  
9 documents to effect the transfers of the real estate assets and LLC  
10 entities and the parties to this lawsuit and Arbitration will execute all  
11 necessary documents to effect this Arbitration Order, including a  
12 mutual Release to be executed by all parties.

13 The Defendant's MOTION TO CHANGE AWARD BY ARBITRATOR PURSUANT  
14 TO NRS 38.237 is denied.

15 DATED this 11<sup>th</sup> day of October, 2006.

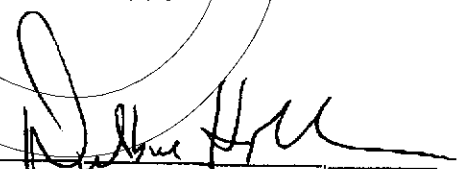
16 By:   
17 FLOYD A. HALE  
18 2300 W. Sahara, #900  
19 Las Vegas, NV 89102  
20 Arbitrator

21 CERTIFICATE OF FACSIMILE

22 I hereby certify that on the 11<sup>th</sup> day of October, 2006, I faxed and mailed a true and  
23 correct copy of the foregoing addressed to:

24 John Peter Lec, Esq.  
25 830 Las Vegas Boulevard South  
26 Las Vegas, NV 89101  
27 Attorneys for Plaintiffs  
28 Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By:   
Employee of Jams

FLOYD A. HALE  
SPEC. MASTER  
2300 W. SAHARA SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 457-5267 EMAIL fha@fahale.com



COPY

**EXHIBIT THREE**

1 AWD  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 MICHAEL A. REYNOLDS, ESQ.  
6 Nevada Bar No. 008631  
7 830 Las Vegas Boulevard South  
8 Las Vegas, Nevada 89101  
9 (702) 382-4044 Fax: (702) 383-9950  
10 Attorneys for Plaintiff/Counterdefendant  
11 GHOLAMREZA ZANDIAN JAZI

RECEIVED  
NOV 30 2006  
JOHN PETER LEE, LTD.

DISTRICT COURT  
CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
13 SADRI, individually, and as Trustee of the Star  
14 Living Trust, WENDOVER PROJECT, LLC, a  
15 Nevada limited liability company; BIG SPRING  
16 RANCH, LLC, a Nevada limited liability company,  
17 and NEVADA LAND AND WATER  
18 RESOURCES, LLC, a Nevada limited liability  
19 company,

BEFORE ARBITRATOR  
FLOYD A. HALE

20 Defendants.

IMPLEMENTATION AWARD

18 RAY KOROGHLI, individually and FARIBORZ  
19 FRED SADRI, individually,

20 Counterclaimants,

21 v.

22 GHOLAMREZA ZANDIAN JAZI,

23 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 GHOLAMREZA ZANDIAN JAZI,  
 2 Counterclaimant,  
 3 v.  
 4 WENDOVER PROJECT, LLC,  
 5 Counterdefendant.

6 1334.022860-sy

7 **IMPLEMENTATION AWARD**

8 On September 20, 2006, an Arbitration Decision was issued in this dispute. Plaintiff  
 9 GHOLAMREZA ZANDIAN JAZI filed his Motion to Enforce Arbitration Decision on September  
 10 25, 2006. On October 24, 2006, Plaintiff filed his Motion to Implement Arbitration Award. On  
 11 October 26, 2006, Plaintiff filed his Amendment to Motion to Implement Arbitration Award and  
 12 Request for Expedited Hearing. On October 31, 2006, Defendants Sadri and Koroghli filed their  
 13 Opposition to Motion to Implement Arbitration Award. Plaintiff filed his Reply Re: Motion to  
 14 Implement Arbitration Award on November 2, 2006.

15 After considering the papers filed by both parties including draft transfer documents;

16 **THE FOLLOWING IMPLEMENTATION AWARD IS ENTERED:**

- 17 1. Defendants shall pay to John Peter Lee, Ltd., the sum of \$250,000 within five (5)  
 18 days.
- 19 2. Defendants are to execute and deliver to Plaintiff's Counsel within ten days of this  
 20 Award a Quitclaim Deed of the 320 acre parcel provided as Exhibit "1" by Plaintiff  
 21 on the 2nd day of November, 2006.
- 22 3. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
 23 Award the Grant, Bargain and Sale Deed of the 320 acre parcel provided by Plaintiff  
 24 as Exhibit "2" on the 2<sup>nd</sup> of November, 2006.
- 25 4. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
 26 Award the Quitclaim Deed of the 320 acre parcel provided by Plaintiff as Exhibit "3"  
 27 on November 2, 2006.
- 28 5. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this

**JOHN PETER LEE, LTD.**  
 ATTORNEY AT LAW  
 830 LAS VEGAS BLVD. SOUTH  
 LAS VEGAS, NEVADA 89101  
 Telephone (702) 382-4044  
 Telecopier (702) 383-9953

**JOHN PETER LEE, LTD.**  
ATTORNEY AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9953

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- Award the Grant, Bargain and Sale Deed of the Pah-Rah parcel provided by Plaintiff as Exhibit "4" on November 2, 2006.
- 6. Mr. Sadri is to execute and deliver to Plaintiff's counsel within ten days of this Award the Request for Full Reconveyance concerning the \$333,000 Note provided by Plaintiff as Exhibit "5" on November 2, 2006.
- 7. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Quitclaim Deed of the Wendover parcel provided by Plaintiff as Exhibit "6" on November 2, 2006.
- 8. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Assignment of Interest in Wendover Project, LLC, provided by Plaintiff as Exhibit "7" on November 2, 2006.
- 9. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Quitclaim Deed of the Big Spring Ranch parcel provided by Plaintiff as Exhibit "8" on November 2, 2006.
- 10. Mr. Zandian is to execute and deliver to Defendant's counsel within ten days of this Award the Assignment of Interest in Big Spring Ranch, LLC., provided by Plaintiff as Exhibit "9" on November 2, 2006.
- 11. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Assignment of Interest in Nevada Land and Water Resources, LLC., provided by Plaintiff as Exhibit "10" on November 11, 2006.
- 12. Mr. Zandian is to record and deliver to Defendants' counsel within ten days of this Award the four (4) Releases of Lis Pendens provided by Plaintiff as Exhibit "11" on November 2, 2006.
- 13. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Wendover Project, LLC., provided by Plaintiff as Exhibit "12" on November 2, 2006.
- 14. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Nevada Land and Water

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Resources, LLC, provided as Exhibit "13" on November 2, 2006.

15. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Big Spring Ranch, LLC., provided by Plaintiff as Exhibit "14" on November 2, 2006.

16. All parties are to sign the Mutual Release of Claims provided by Plaintiff as Exhibit "16" on November 2, 2006, and deliver a Counterpart to the other party's counsel within ten (10) from this Award.

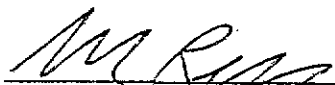
Dated this 29<sup>th</sup> day of November, 2006.



FLOYD A. HALE, ARBITRATOR

Respectfully submitted

JOHN PETER LEE, LTD.

  
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

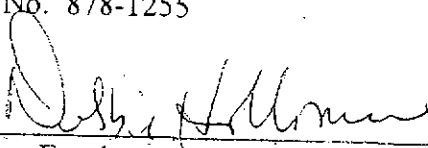
JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

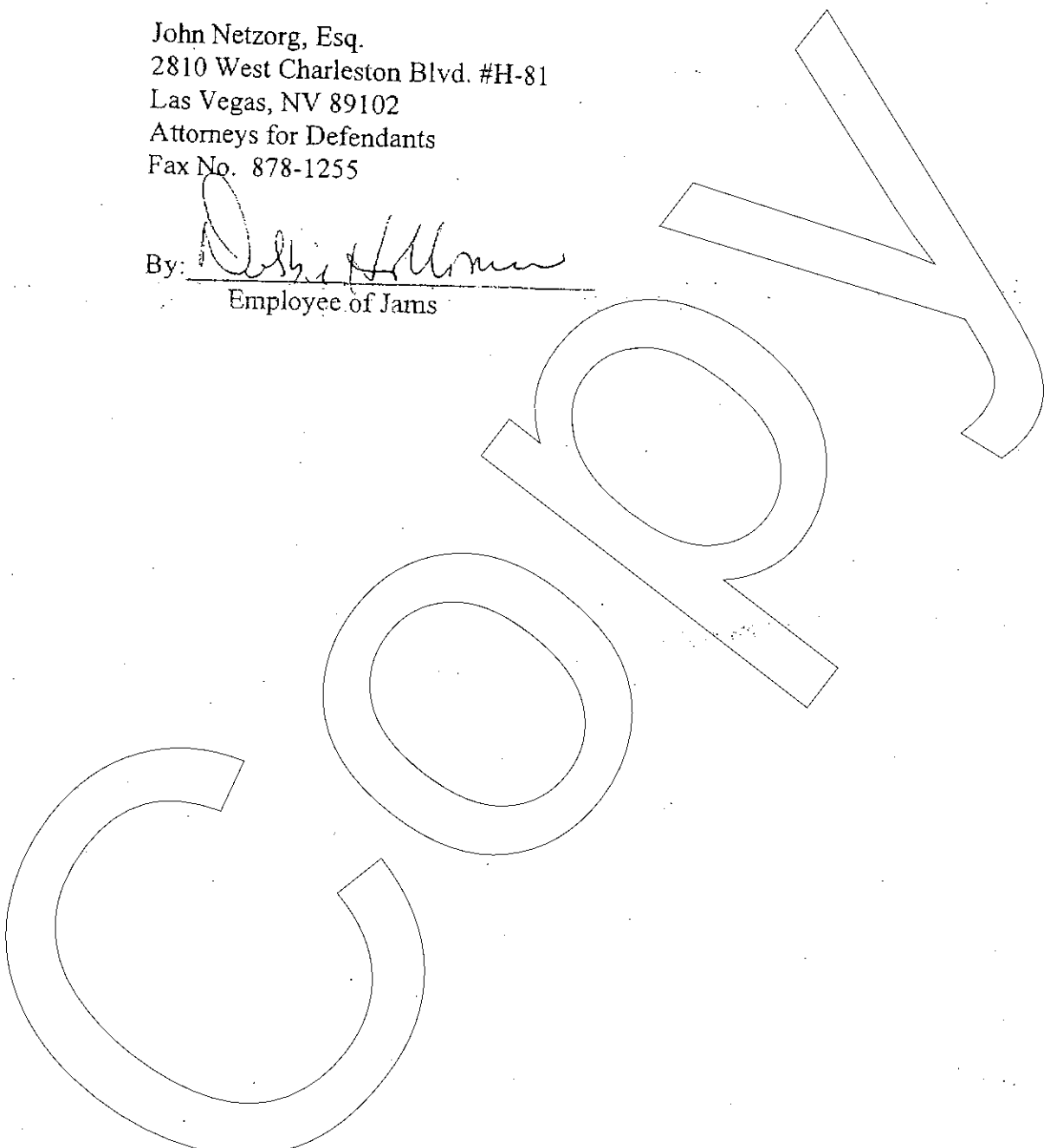
CERTIFICATE OF FACSIMILE AND MAILING

I hereby certify that on the 29th day of November 2006, I faxed and mailed a true and correct copy of the foregoing Implementation Award addressed to:

John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101  
Attorneys for Plaintiffs  
Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By:   
Employee of Jams



Copy

**Exhibit 1**

APN: 076-100-19

WHEN RECORDED, RETURN TO  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Ray Koroghli, individually, and Fariborz Fred Sadri, individually and as Trustee of the Star Living Trust, do hereby remise, release and forever quitclaim to Gholamreza Zandian Jazi, the following described real property in the State of Nevada, County of Washoe:

Set forth in Exhibit A attached and incorporated herein by this reference

\_\_\_\_\_  
RAY KOROGHLI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, as Trustee of the  
Star Living Trust



STATE OF NEVADA )  
 ) SS.:  
COUNTY OF CLARK )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA )  
 ) SS.:  
COUNTY OF CLARK )

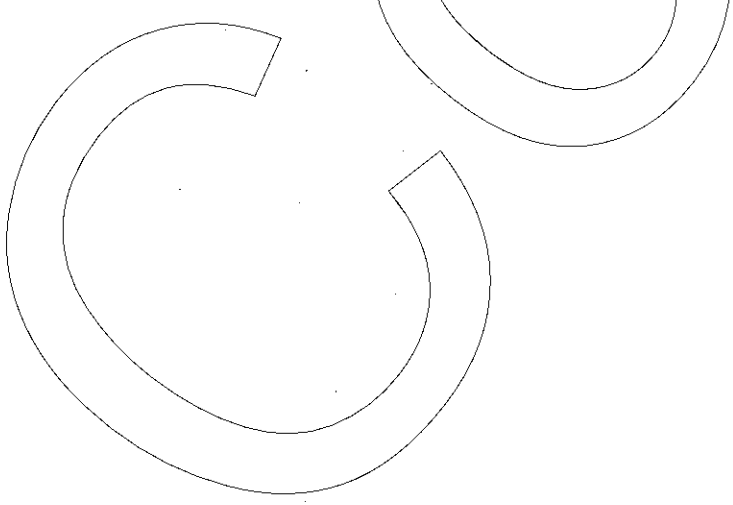
On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA )  
 ) SS.:  
COUNTY OF CLARK )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, Trustee of the Star Living Trust, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC



County Home => Assessor's Office => Property Assessment Data => Parcel QuickInfo

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)		10/18/2006	
<b>Owner Information &amp; Legal Description</b>			
APN 076-100-19	Parcel Map	Map Warehouse	Property Name:
Card 1 of 1	Situs SPANISH SPRINGS RD		Bldg Type
Owner 1	BIG SPRING RANCH LLC		Year Built 0
Mail Address	P O BOX 81624		W.A.Y. 0
Owner 2	LAS VEGAS NV 89180-1624		Bedrooms 0
Owner 3			Full Baths 0
Rec Doc No 02957442	Rec Date 11/21/2003		Half Baths 0
Prior Owner GRAHAM,EARL L & JONI			Fixtures 0
Prior Doc 02623847	11/30/2001		Fireplaces 0
Legal Desc 34-1-1-2			Heat Type
Subdivision 34-1-1-2			Sec Heat Type
Lot Block Sub-Map#			Ext Walls
Record of Survey Map	Parcel Map#		Sec Ext Walls
Section 34 Township 21 Range 21	SBC		Roof Cover
Tax Dist 4400 Add'l Tax Info	Prior APN		%Incomplete 0
			Obso/Bldg Adj 0
			Construction Mod
			Last Activity CEM
			04/08/1996
<b>Building Information</b>			
Quality			Gar Conv Sq Foot 0
Stories			Total Gar Area 0
Year Built 0			Gar Type
W.A.Y. 0			Det Garage 0
Bedrooms 0			Bsmt Gar Door 0
Full Baths 0			Sub Floor
Half Baths 0			Frame
Fixtures 0			Units/Bldg 0
Fireplaces 0			Units/Parcel 0
Heat Type			Last Permit
Sec Heat Type			
Ext Walls			
Sec Ext Walls			
Roof Cover			
%Incomplete 0			
Obso/Bldg Adj 0			
Construction Mod			
Last Activity CEM			
04/08/1996			
<b>Land Information</b>			
Land Use 012	Zoning GR	Sewer NONE	Value Year 2007
Size 320 Ac	Water NONE	Street NONE	Reason Reappraisal
			Reapp Years 2002-2007
			Factor Dist 586R
<b>Valuation Information</b>			
	2005/2006 FV	2006/2007 FV	
Taxable Land Value	78,304	86,917	
Txble Improvement Value	0	0	
Secured Personal Property (rounded)	0	0	
Taxable Total	78,304	86,917	
Assessed Land Value	27,406	30,421	
Assessed Improvement Value	0	0	
<b>Sales/Transfer Information/Recorded Document</b>			
V-Code	LUC	Doc Date	Value
1SVR	012	11/21/2003	95,000
3NTT	012	11/30/2001	0
3NTT	012	11/30/2001	0
		07/07/1997	0
		06/03/1997	70,000
		08/01/1976	10,980
All data on this form is for use by the Washoe County Assessor for			

Assessed Personal Prop	0	assessment purposes only. Zoning information should be verified with the appropriate planning agency.
Total Assessed	27,406	
Supplemental New Const	0	

We are currently experiencing some problems with our photo and sketch database which can cause the wrong sketch or photo to display, please review any sketches and photos carefully.

Sketch Is Not Available On-Line. Property Photo Is Not Available On-Line.

99052

∴ return to original page ∴

SOOPY

COPY

**Exhibit 2**

APN: 076-100-19

WHEN RECORDED, RETURN TO

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Big Spring Ranch, LLC, as Grantor, and Gholamreza Zandian Jazi, as Grantee:

**WITNESSETH**

That Grantor, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, and good and valuable consideration, paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to Grantee and to Grantee's successors and assigns, all those certain lots, pieces, or parcels of land situated in the County of Washoe, State of Nevada, and more particularly described as follows:

Set forth in Exhibit A attached and incorporated herein by this reference

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof.

SUBJECT TO rights, reservations and restrictions of record.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto Grantee and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantor have executed this conveyance the day and year first above written.

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_  
RAY KOROGHLI, Member/Manager

BY: \_\_\_\_\_  
FARIBORZ FRED SADRI, Member/Manager

STATE OF NEVADA     )  
                                  ) SS.:  
COUNTY OF CLARK    )

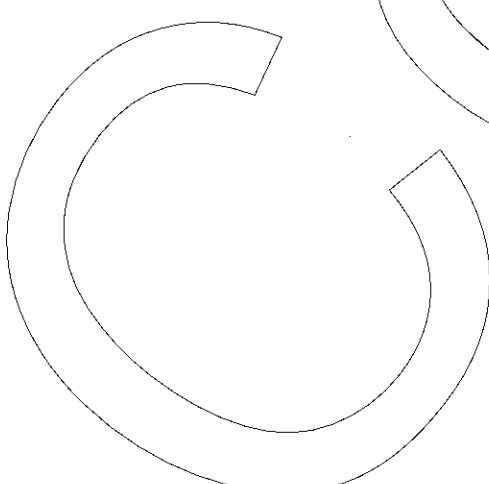
On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA     )  
                                  ) SS.:  
COUNTY OF CLARK    )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC



Page - 012

County Home => Assessor's Office => Property Assessment Data => Parcel QuickInfo

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)		10/18/2006	
<b>Owner Information &amp; Legal Description</b>			
APN 076-100-19	Parcel Map   Map Warehouse		
Card 1 of 1	Situs SPANISH SPRINGS RD		
Owner 1	BIG SPRING RANCH LLC		
Mail Address	P O BOX 81624		
Owner 2	LAS VEGAS NV 89180-1624		
Owner 3			
Rec Doc No	02957442	Rec Date	11/21/2003
Prior Owner	GRAHAM, EARL L & JONI		
Prior Doc	02623847	11/30/2001	
Legal Desc	34-1-1-2		
Subdivision	34-1-1-2		
Lot	Block	Sub Map#	Parcel Map#
Record of Survey Map			
Section 34	Township 21	Range 21	SPC
Tax Dist	4400	Add'l Tax Info	Prior APN
<b>Land Information</b>			
Land Use	012	Zoning	GR
Size	320 AC	Water	NONE
		Sewer	NONE
		Street	NONE
<b>Valuation Information</b>			
		2005/2006 FV	2006/2007 FV
Taxable Land Value	78,304	86,917	
Txble Improvement Value	0	0	
Secured Personal Property (rounded)	0	0	
Taxable Total	78,304	86,917	
Assessed Land Value	27,406	30,421	
Assessed Improvement Value	0	0	
<b>Building Information</b>			
Property Name:			
Bldg Type			
Quality			
Stories			
Year Built	0	Square Feet 0	
W.A.Y.	0	Square Feet does not include Bsmt or Garage Conversion area click for details	
Bedrooms	0		
Full Baths	0	Finished Bsmt 0	
Half Baths	0	Unfin Bsmt 0	
Fixtures	0	Bsmt Type	
Fireplaces	0	Gar Conv Sq Foot 0	
Heat Type	Total Gar Area 0		
Sec Heat Type	Gar Type		
Ext Walls	Det Garage 0		
Sec Ext Walls	Bsmt Gar Door 0		
Roof Cover	Sub Floor		
%Incomplete	0	Frame	
Obso/Bldg Adj	0	Units/Bldg 0	
Construction Mtd	0	Units/Parcel 0	
Last Activity	CEM	Last Permit	
	04/08/1996		
<b>Sales/Transfer Information/Recorded Document</b>			
V-Code	LUC	Doc Date	Value
15VR	012	11/21/2003	95,000
3N/T	012	11/30/2001	0
3N/T	012	11/30/2001	0
		07/07/1997	0
1GCR	012	06/03/1997	70,000
		08/01/1976	10,980
All data on this form is for use by the Washoe County Assessor for			

Assessed Personal Prop	0	assessment purposes only. Zoning information should be verified with the appropriate planning agency.
Total Assessed	30,421	
Supplemental New Const	0	
We are currently experiencing some problems with our photo and sketch database which can cause the wrong sketch or photo to display, please review any sketches and photos carefully.		
Sketch/Is Not Available On-Line.	Property Photo Is Not Available On-Line.	
		99052

.. return to original page ..

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COPY

**Exhibit 3**



STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On the \_\_\_\_ day of \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

COOPY

County Home => Assessor's Office => Property Assessment Data => Parcel QuickInfo

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)		10/18/2006		
<b>Owner Information &amp; Legal Description</b>				
APN 076-100-19	Parcel Map   Map Warehouse			
Card 1 of 1	Situs SPANISH SPRINGS RD			
Owner 1	BIG SPRING RANCH LLC			
Mail Address	P O BOX 81624			
Owner 2	LAS-VEGAS NV 89180-1624			
Owner 3				
Rec Doc No	02957442	Rec Date 11/21/2003		
Prior Owner	GRAHAM, EARL L & JONI			
Prior Doc	02623847	11/30/2001		
Legal Desc	34-1-1-2			
Subdivision	34-1-1-2			
Lot	Block	Sub Map#		
Record of Survey Map	Parcel Map#	SPC		
Section 34	Township 21	Range 21		
Tax Dist	4400	Add'l Tax Info		
		Prior APN		
<b>Building Information</b>				
Quality	Property Name:			
Stories	Bldg Type			
Year Built	Square Feet			
W.A.Y.	Square Feet does not include Bsmt or Garage Conversion area click for details			
Bedrooms				
Full Baths	Finished Bsmt			
Half Baths	Unfin Bsmt			
Fixtures	Bsmt Type			
Fireplaces	Gar Conv Sq Foot			
Heat Type	Total Gar Area			
Sec Heat Type	Gar Type			
Ext Walls	Det Garage			
Sec Ext Walls	Bsmt Gar Door			
Roof Cover	Sub Floor			
% Incomplete	Frame			
Obso/Bldg Adj	Units/Bldg			
Construction Mod	Units/Parcel			
Last Activity	Last Permit			
	CEM	04/08/1996		
<b>Land Information</b>				
Land Use	012	Zoning GR		
Size	320 AC	Water NONE		
		Sewer NONE		
		Street NONE		
<b>Valuation Information</b>				
	2005/2006 FV	2006/2007 FV		
Taxable Land Value	78,304	86,917		
Txble Improvement Value	0	0		
Secured Personal Property (rounded)	0	0		
Taxable Total	78,304	86,917		
Assessed Land Value	27,406	30,421		
Assessed Improvement Value	0	0		
<b>Sales/Transfer Information/Recorded Document</b>				
V-Code	LUC	Doc Date	Value	Grantor
1SVR	012	11/21/2003	95,000	GRAHAM, EARL L & JONI
3NTT	012	11/30/2001	0	LANDON, DALE R
3NTT	012	11/30/2001	0	GRAHAM, EARL L & JONI
		07/07/1997	0	
1GCR	012	06/03/1997	70,000	
		08/01/1976	10,980	
All data on this form is for use by the Washoe County Assessor for				

Assessed Personal Prop	0	assessment purposes only. Zoning information should be verified with the appropriate planning agency.
Total Assessed	27,406	
Supplemental New Const	0	
We are currently experiencing some problems with our photo and sketch database which can cause the wrong sketch or photo to display, please review any sketches and photos carefully.		
Sketch Is Not Available On-Line.		Property Photo Is Not Available On-Line.
99052		

∴ return to original page ∴.

Copy

3547263 Page 33 of 119 06/22/2007 04:41:06 PM

Copy

**Exhibit 4**

APN: 079-150-09, 079-150-10, 07-150-13  
084-040-02, 084-040-04, 084-040-06  
084-040-10, 084-130-07, -84-140-17

WHEN RECORDED, RETURN TO

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

Pah Rah parcel

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between Ray Koroghli, individually, and Fariborz Fred Sadri, individually and as Trustee of the Star Living Trust, as Grantors, and Gholamreza Zandian Jazi, as Grantee:

**WITNESSETH**

That Grantors, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, and good and valuable consideration, paid to Grantors by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to Grantee and to Grantee's successors and assigns, all those certain lots, pieces, or parcels of land situated in the County of Washoe, State of Nevada, and more particularly described as follows:

Set forth in Exhibit A attached and incorporated herein by this reference

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof.

SUBJECT TO rights, reservations and restrictions of record.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto Grantee and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantors have executed this conveyance the day and year first above written.

\_\_\_\_\_  
RAY KOROGHLI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, as Trustee of the  
Star Living Trust

STATE OF NEVADA     )  
                                  ) SS.:  
COUNTY OF CLARK    )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA     )  
                                  ) SS.:  
COUNTY OF CLARK    )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA     )  
                                  ) SS.:  
COUNTY OF CLARK    )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, Trustee of the Star Living Trust, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC



APN: 079-150-09, 079-150-10, 07-150-13  
084-040-02, 084-040-04, 084-040-06,  
084-040-10, 084-130-07, 084-140-17

DOC # 2900592  
08/08/2003 03:48P Fee:20.00  
BK1  
Requested By  
WESTERN TITLE COMPANY INC  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 1 of 7 RPTT 1500.00

RPTT \$1,500.00 130277-TX

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

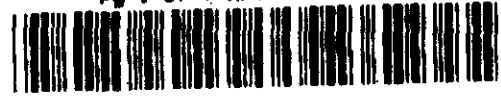
Star Living Trust  
950 Seven Hills Drive, Ste 1026  
Henderson, NV 89052

2827 S. MONTE CRISTO  
LAS VEGAS, NV 89117

mail per statement to above

25269-DAR

00130277 GRANT, BARGAIN AND SALE DEED



THIS GRANT, BARGAIN AND SALE DEED is made this 1st day of AUGUST, 2003 by and between NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware limited liability company, whose address is 704 W. Nye Lane, Suite 201, Carson City, Nevada, 89703 (referred to as "GRANTOR") and FRED SADRI TRUSTEE OF THE STAR LIVING TRUST, DATED APRIL 14, 1997, AS TO AN UNDIVIDED 1/3 INTEREST, RAY KOROGHLI, AN UNMARRIED MAN, AS TO AN UNDIVIDED 1/3 INTEREST AND REZA ZANDIAN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 1/3 INTEREST, AS TENANTS IN COMMON, (referred to as "GRANTEE").

GRANTOR, in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, and other good and valuable consideration to GRANTOR paid by the GRANTEE, the receipt of which GRANTOR acknowledges, by these presents grants, bargains and sells to GRANTEE, and to GRANTEE's successors and assigns forever, all right, title and interest in and to that certain real property situated in Washoe County, State of Nevada, and more particularly described on Exhibit A, except the easement and mineral estate and interest reserved to GRANTOR.

Together with all and singular the tenements, hereditaments and appurtenances belonging, or in anywise appertaining, to the real property, and the reversion and reversions, remainder and remainders, rents, issues and profits of the real property;

To have and to hold the real property above described with the appurtenances, unto GRANTEE, and to GRANTEE's heirs, and successors and assigns forever

GRANTOR reserves to itself and its successors and assigns a 20 foot wide access easement over, through, within, under, across and along the East and South boundaries of Section 3, Township 20 North, Range 23 East.

GRANTOR reserves to itself the exclusive right and privilege to enter on the property for the purposes of exploration and prospecting for the development, extraction, mining, production, removal and sale of all minerals, mineral substances, metals, ore-bearing materials, coal, oil, gas, other hydrocarbons, geothermal steam, liquids or brines, heat, other geothermal resources and rocks of every kind, except sand and gravel. The mineral estate and rights reserved to Grantor include all of the right, title and interest to minerals in, on or under the property, including, but not limited to, the surface and subsurface of the property, all minerals, mineral elements and compounds and ores, together with all easements and rights-of-way reserved or granted in, on or under the property, together with any and all lodes, veins and mineral deposits extending from or into or contained in the

100700





**EXHIBIT " A "**

All that real property situate in the County of Washoe, State of Nevada, described as follows:

**PARCEL A:**

A.P.N. 079-150-09

The Northeast ¼ and the South ½ of the Northwest ¼ and the South ½ in Section 33, Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL B:**

A.P.N. 079-150-10

Section 31, Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



2988592  
88/86/2893  
4 of 7

any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**

A.P.N. 079-150-13

The Northeast ¼; South ½ of the Northwest ¼; South ½ of Section 27, Township 21 North, Range 23 East, M.D.B &M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**

A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B &M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such



2988592  
08/06/2003  
5 of 7

use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**

A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**

A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection





2900592  
08/06/2003  
6 of 7

therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**

A.P.N. 084-040-10

The North 1/2 and the North 1/2 of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Northeast 1/4 of the Southwest 1/4 and the North 1/2 of the Northwest 1/4 of the Southeast 1/4, all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**

A.P.N. 084-130-07

The Northwest 1/4 and the North 1/2 of the Southwest 1/4 and Government Lot 1 in the Southwest 1/4 of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



2988592  
08/06/2003  
2 of 7

any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

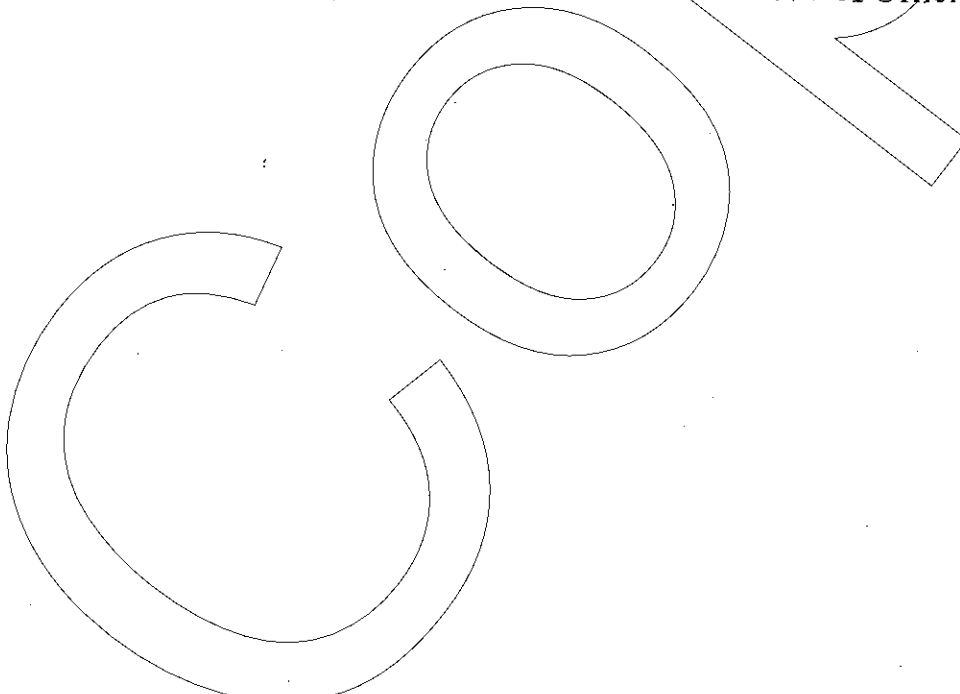
**PARCEL I:**

A.P.N. 084-140-17

The Northeast ¼ of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.



COPY

**Exhibit 5**



**REQUEST FOR FULL RECONVEYANCE**

TO: Western Title Company, Inc., Trustee

The undersigned is the legal owner and holder of the Note or Notes, and of all other indebtedness secured by the attached Deed of Trust. Said Note or Notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the Deed of Trust, and to reconvey, without warranty, to Gholamreza Zandian Jazi all the estate now held by you under the same.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Fariborz Fred Sadri

STAR LIVING TRUST

BY: \_\_\_\_\_  
Fariborz Fred Sadri, Trustee

Pah Rah parcel

APN: 079-150-09,10,13 084-040-02,04,06,10 084-130-07

084-140-17

DOC # 2900594  
08/08/2003 03:48P Fee:48.00  
BK1  
Requested By  
WESTERN TITLE COMPANY INC  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 1 of 10 RPT 0.00

RECORDING REQUESTED BY:  
Western Title Company, Inc.

WHEN RECORDED MAIL TO:

Name STAR LIVING TRUST, FRED SADRI  
Street 2827 S. MONTE CRISTO  
City,State LAS VEGAS, NV 89117  
Zip  
Order No. 00025269-501-DBR - ACCOMMODATION



(SPACE ABOVE THIS LINE FOR RECORDERS USE)

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

This DEED OF TRUST, made on July 31, 2003, between REZA ZANDIAN, a married man as his sole and separate property, TRUSTOR, whose address is 9550 W. Sahara Ave. Apt 2148  
Las Vegas 89117, NV 89117 Western Title Company, Inc.,  
a Nevada Corporation, TRUSTEE, and FARIBORZ SADRI, TRUSTEE OF THE STAR LIVING TRUST, DATED APRIL 14, 1997, BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the City of N/A, County of Washoe, Nevada, described as:

SEE ATTACHED FOR LEGAL DESCRIPTION

In the event the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by the trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder hereof and without demand or notice shall immediately become due and payable.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$333,996.56 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each

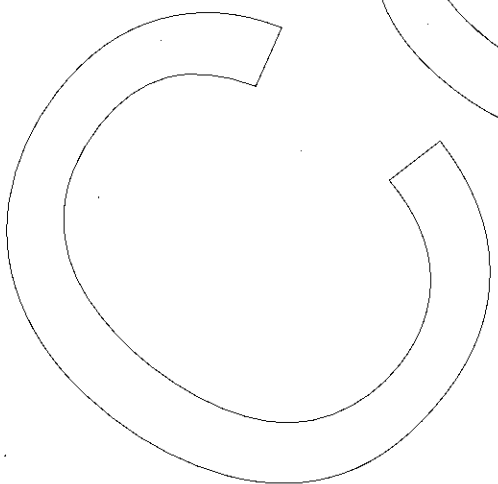
and all of the terms and provisions set forth in subdivision A and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the Fictitious Deed of trust recorded in the office of



2908594  
08/05/2003  
2 of 18

each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely: COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39	363	115384	Lincoln			45902
Clark	Mortgages 850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	192 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Deeds	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Off. Rec.	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.





2986594  
08/06/2003  
3 of 18

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address herein before set forth.

STATE OF NEVADA

} ss.

COUNTY OF CLARK

This instrument was acknowledged before me on

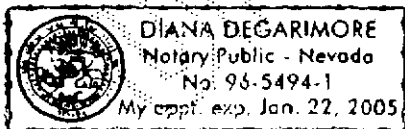
AUGUST 5<sup>th</sup>, 2003

by REZA ZANDIAN

REZA ZANDIAN

*Diana DeGarimore*

Notary Public



COPY



2906594  
08/06/2003  
4 of 18

## DO NOT RECORD

### A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES,

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws effecting said property; or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default hereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such SLM or sums as Beneficiary shall deem proper.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- (4) To pay at least ten days before delinquency all taxes and assessments effecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part hereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten percent per annum.
- (6) At Beneficiary's option, Trustor will pay a "late charge" as indicated in the Promissory Note to cover the extra expense involved in handling delinquent payments; of such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

### B. IT IS MUTUALLY AGREED

- (1) That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement of any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due, and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.



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- (7) That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.
- (8) The following covenants: Nos. 1, 3, 4, (interest 10%) 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.
- (9) The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.
- (10) It is expressly agreed that the trust created hereby is irrevocable by Trustor.
- (11) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (12) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- (13) Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants herein above adopted by reference.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address herein before set forth.

REQUEST FOR FULL RECONVEYANCE

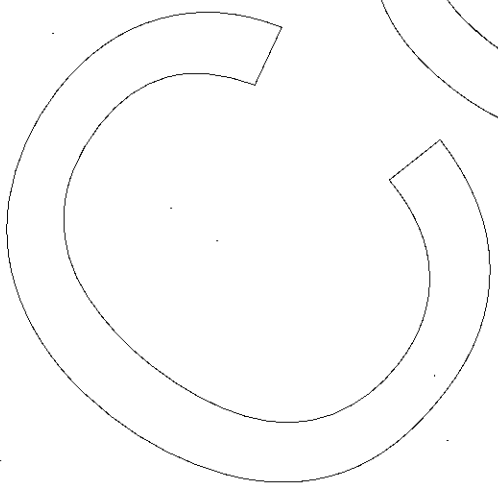
**DO NOT RECORD  
TO TRUSTEE**

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: \_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.**







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**EXHIBIT "A"**

All that real property situate in the County of Washoe, State of Nevada, described as follows:

**PARCEL A:**

A.P.N. 079-150-09

The Northeast ¼ and the South ½ of the Northwest ¼ and the South ½ in Section 33, Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL B:**

A.P.N. 079-150-10

Section 31, Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



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any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**

A.P.N. 079-150-13

The Northeast ¼; South ½ of the Northwest ¼; South ½ of Section 27, Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**

A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such





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use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**

A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**

A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**  
A.P.N. 084-040-10

The North 1/2 and the North 1/2 of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Northeast 1/4 of the Southwest 1/4 and the North 1/2 of the Northwest 1/4 of the Southeast 1/4, all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**  
A.P.N. 084-130-07

The Northwest 1/4 and the North 1/2 of the Southwest 1/4 and Government Lot 1 in the Southwest 1/4 of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



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any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

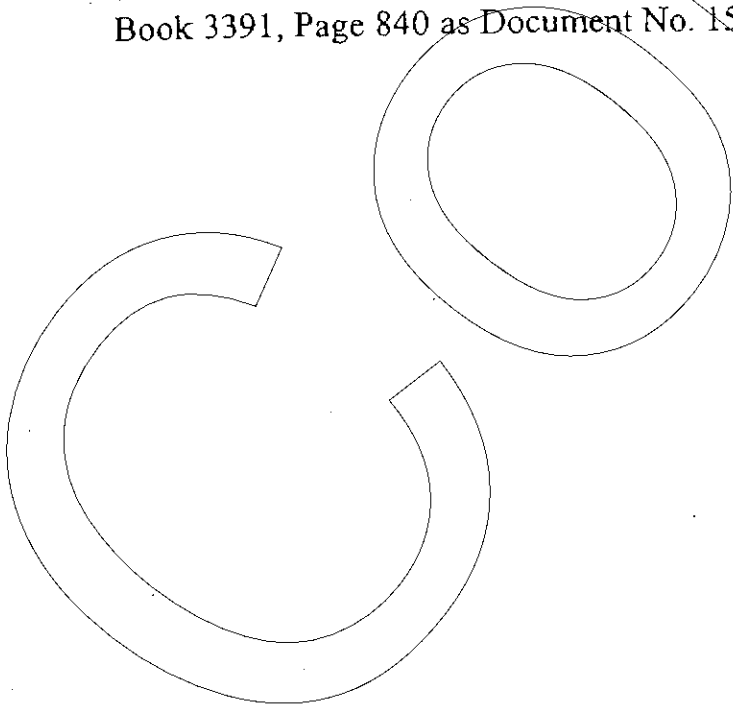
**PARCEL I:**

A.P.N. 084-140-17

The Northeast ¼ of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.



COPY

**Exhibit 6**

APN: 010-510-001; 010-520-001; 010-730-001;  
010-740-0BG; 010-740-110; 010-740-111;  
010-740-113; 010-740-202

WHEN RECORDED, RETURN TO

GRANTEE/MAIL TAX STATEMENTS TO:

Wendover Parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Gholamreza Zandian Jazi does hereby remise, release and forever quitclaim to Ray Koroghli, individually and Fariborz Fred Sadri, individually, and as Trustee of the Star Living Trust, the following described real property in the State of Nevada, County of Elko:

Set forth in Exhibit A attached and incorporated herein by this reference

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI

STATE OF NEVADA )

) SS.:

COUNTY OF CLARK )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Gholamreza Zandian Jazi, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

45 92 512362  
FEE 44 FILE #  
REQUEST OF

When recorded, return to:  
JAMES R. CAVILA, ESQ.  
ALLISON, MacKENZIE, RUSSELL,  
PAVLAKIS, WRIGHT & FAGAN, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702

2003 DEC 30 PM 4:09

Stewart Title Co.  
JERRY D. BRAYCLOS  
ELKO CO. RECORDER

0301167

A.P.N. Nos.: 010-510-001; 010-520-001; 010-730-001; 010-740-0BG; 010-740-110;  
010-740-111; 010-740-113; 010-740-202

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 29<sup>th</sup> day of December, 2003, by and between BIG SPRINGS LAND & RESOURCE COMPANY, LLC, a Nevada limited liability company ("BIG SPRINGS"), Grantor, and WENDOVER PROJECT, L.L.C., a Nevada limited liability company, as to an undivided 91.67% and THE STAR LIVING TRUST, Fariborz Sadri, Trustee, as to an undivided 8.33%, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States, and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to the Grantee, and to its successors and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in Elko County, Nevada, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions,

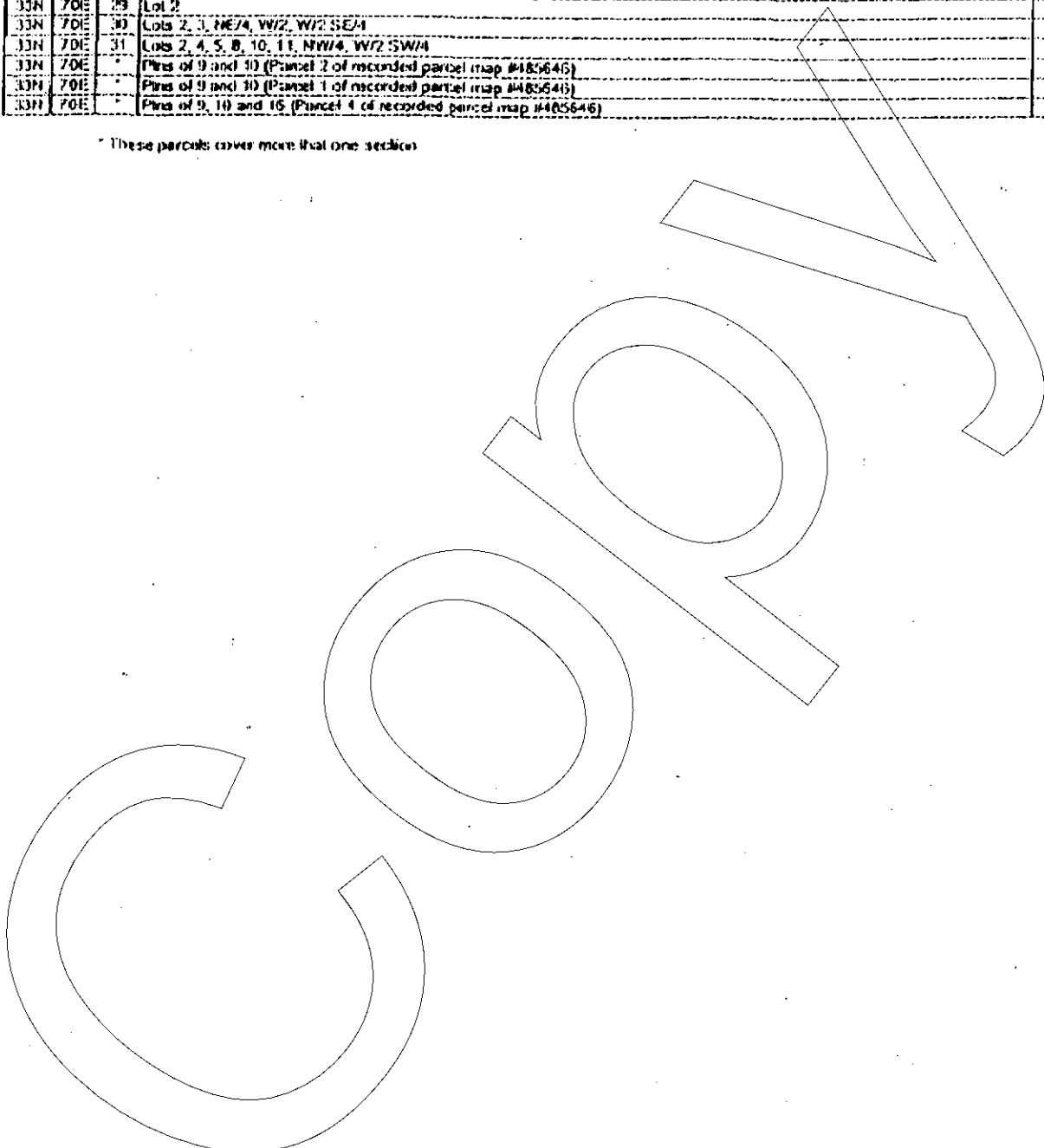


Exhibit "A"  
Big Horn Branch Windover Property Legal Descriptions

TWP	RNG	SEC	ALIQUOT PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 N/2, S/2	600.34
32N	69E	02	S/2 N/2, S/2	400.00
32N	70E	05	Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4	164.62
33N	69E	01	S/2	320.00
33N	69E	12	All	640.00
33N	69E	25	All	640.00
33N	69E	35	N/2, N/2 S/2	400.00
33N	69E	36	N/2, N/2 SW/4, SE/4, SE/4 SW/4	600.00
33N	70E	08	Lots 2, 6, 9 and 11	35.00
33N	70E	15	Lots 12, 13, 15, 18, 20, 23-25, and 28-30, NE/4 SW/4 SE/4 NW/4, E/2 SE/4 SE/4 NW/4, NW/4 SE/4 SE/4 NW/4	46.23
33N	70E	17	S/2 S/2	160.00
33N	70E	19	All	640.00
33N	70E	20	Lots 2, 3, 6, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, N/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4	416.67
33N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	73.00
33N	70E	21	Lot 2	13.21
33N	70E	29	Lots 3, 5, 8, NW/4 NW/4	73.11
33N	70E	29	Lot 2	16.01
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	612.56
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	172.91
33N	70E	*	Parts of 9 and 10 (Parcel 2 of recorded parcel map #485646)	4.24
33N	70E	*	Parts of 9 and 10 (Parcel 1 of recorded parcel map #485646)	3.87
33N	70E	*	Parts of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646)	65.31

\* These parcels cover more than one section

6,457.24



3 72541

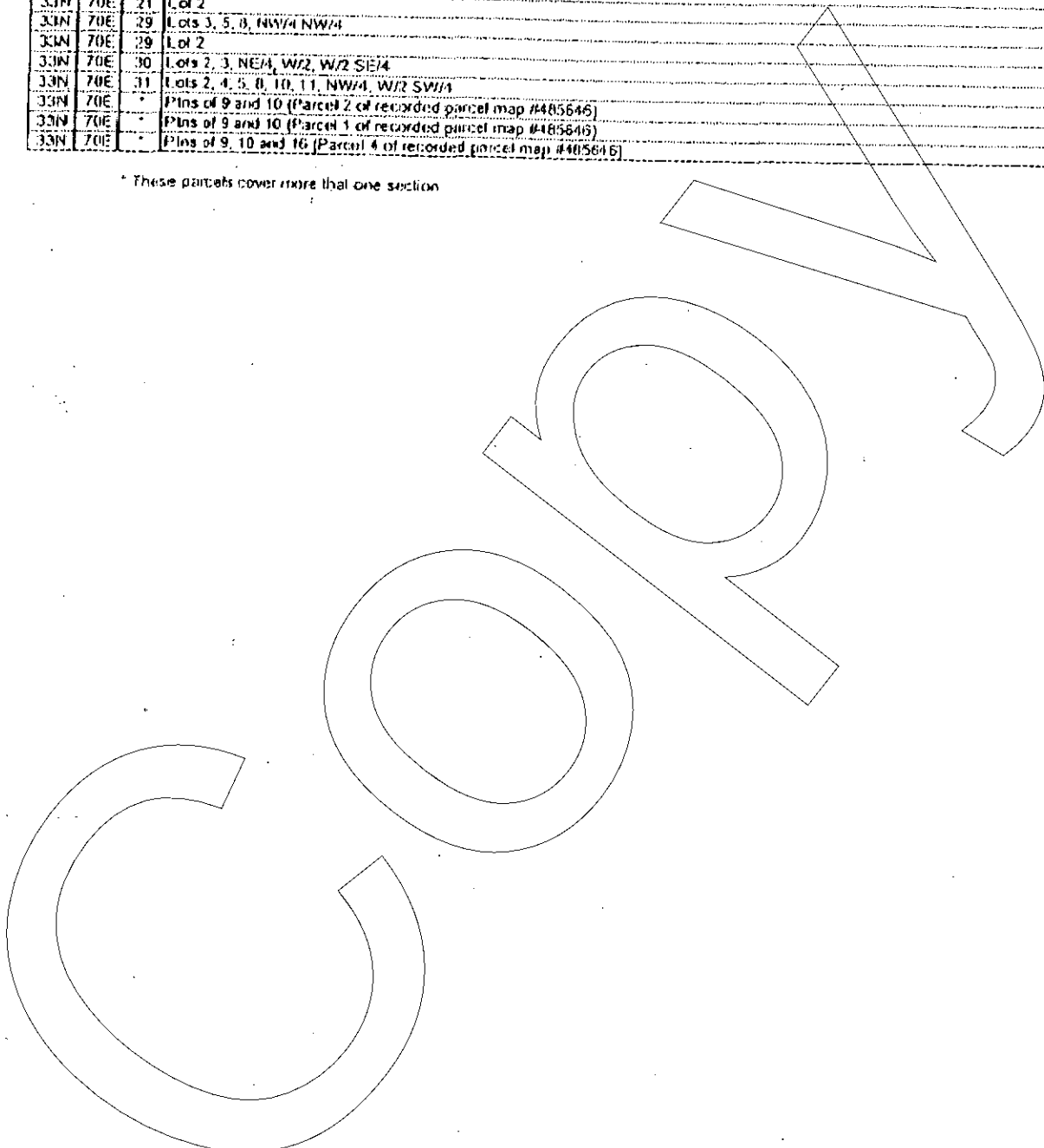


Exhibit "A"  
Big Springs Ranch Werdover Property Legal Descriptions

T1/4N	R1/4E	SEC	ALIGN/OT PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 N/2, S/2	600.34
32N	69E	02	S/2 N/2, S/2	640.00
32N	70E	05	Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4	480.00
33N	69E	01	S/2	184.62
33N	69E	12	All	320.00
33N	69E	25	All	640.00
33N	69E	35	N/2, N/2 S/2	640.00
33N	69E	36	N/2, N/2 SW/4, SE/4, SE/4 SW/4	480.00
33N	70E	06	Lots 2-5, 9 and 11	600.00
33N	70E	15	Lots 12, 13, 15, 18, 20, 23, 25, and 28-30, NE/4 SW/4 SE/4 NW/4, E/2 SE/4 SE/4 NW/4, NW/4 SE/4 SE/4 NW/4	35.00
33N	70E	17	S/2 S/2	46.23
33N	70E	19	All	160.00
33N	70E	20	Lots 7, 8, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, N/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4	640.00
33N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	416.67
33N	70E	21	Lot 2	73.00
33N	70E	29	Lots 3, 5, 8, NW/4 NW/4	13.20
33N	70E	29	Lot 2	73.00
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	16.00
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	612.56
33N	70E	-	Pins of 9 and 10 (Parcel 2 of recorded parcel map #485646)	372.91
33N	70E	-	Pins of 9 and 10 (Parcel 1 of recorded parcel map #485646)	4.20
33N	70E	-	Pins of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646)	3.87
				65.31

\* These parcels cover more than one section

6,457.24



Order No.: 03011167

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of ELKO COUNTY, described as follows:

PARCEL 1:

TOWNSHIP 32 NORTH, RANGE 69 EAST, M.D.B.&M.

Section 1: Lots 1, 2 and 3; S1/2N1/2; S1/2;  
Section 2: S1/2N1/2; S1/2;

TOWNSHIP 33 NORTH, RANGE 69 EAST, M.D.B.&M.

Section 1: S1/2;  
Section 12: All;  
Section 25: All;  
Section 35: N1/2; N1/2S1/2;  
Section 36: N1/2; N1/2SW1/4; SE1/4; SE1/4SW1/4;

TOWNSHIP 32 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 6: Lots 4, 5, 7, 10, 12 and 13; SW1/4NW1/4;

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 8: Lots 2, 3, 4, 5, 6, 9 and 11;  
Section 9: SE1/4SE1/4; N1/2SW1/4SW1/4SE1/4; E1/2SW1/4SE1/4;  
Section 10: Lot 4;  
Section 15: Lots 12, 13, 15, 18, 20, 23, 24, 25, 26, 28, 29 and 30; NE1/4SW1/4SE1/4NW1/4; E1/2SE1/4SE1/4NW1/4; NW1/4SE1/4SE1/4NW1/4;

Section 16: N1/2NE1/4NE1/4NE1/4;  
Section 17: S1/2S1/2;  
Section 19: All;  
Section 20: Lots 2, 3, 6 and 11; NW1/4NE1/4; N1/2SW1/4NE1/4; SE1/4SW1/4NE1/4; N1/2SW1/4SW1/4NE1/4; NW1/4; N1/2SW1/4; SW1/4SW1/4;

Section 21: Lot 2;  
Section 29: Lots 3, 5 and 8; NW1/4NW1/4;  
Section 30: Lots 2 and 3; NE1/4; W1/2; W1/2SE1/4;  
Section 31: Lots 2, 4, 5, 8, 10 and 11; NW1/4; W1/2SW1/4;

EXCEPTING FROM Sections 9, 10 and 16, Parcels 1, 2, 3 and 4 as shown on Parcel Map for Big Springs Land & Resource Co., filed in the Office of the Elko County Recorder on July 16, 2002 as Continued on next page

Order No. 03011167

File Number 485646.

PARCEL 2:

Parcel 1, 2 and 4 as shown on that certain Parcel Map for Big Springs Land & Resource Co. filed in the office of the County Recorder of Elko County, State of Nevada, on July 16, 2002, as File No. 485646, being a portion of Sections 9, 10 and 16, Township 33 North, Range 70 East, M.D.B.&M..

EXCEPTING FROM Parcels 1 and 2 all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded May 26, 1999 in Book 1100, Page 615, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcels 1 and 2 those portions lying within the railroad right-of-ways.

PARCEL 3:

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 20: Lots 8 and 9; S1/2SW1/4SW1/4NE1/4;  
Section 29: Lot 2;

EXCEPTING THEREFROM all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded August 15, 2003 in Book 3, Page 45700, Official Records, Elko County, Nevada.

Copy

**Exhibit 7**

**ASSIGNMENT OF INTEREST IN WENDOVER PROJECT, LLC**

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in WENDOVER PROJECT, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in WENDOVER PROJECT, LLC, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of WENDOVER PROJECT, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of WENDOVER PROJECT, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI

COPY

**Exhibit 8**

APN: 009-530-001; 009-540-001; 009-550-001; 009-560-004  
009-570-011; 010-090-001; 010-090-003; 010-110-001  
010-120-001; 010-130-001; 010-320-001

WHEN RECORDED, RETURN TO

GRANTEE/MAIL TAX STATEMENTS TO:

Big Spring Ranch Parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Gholamreza Zandian Jazi does hereby remise, release and forever quitclaim to Ray Koroghli, individually and Fariborz Fred Sadri, individually, and as Trustee of the Star Living Trust, the following described real property in the State of Nevada, County of Elko:

Set forth in Exhibit A attached and incorporated herein by this reference

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI

STATE OF NEVADA )  
                          ) SS.:  
COUNTY OF CLARK )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Gholamreza Zandian Jazi, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

512358  
FEE \$50 FILE #  
PROPERTY

2003 DEC 30 PM 4:08

Stewart Title Co.  
JERRY D. SYDOLUS  
ELMO COLLECTOR

When recorded, return to:  
JAMES R. CAVILLA, ESQ.  
ALLISON, MacKENZIE, RUSSELL,  
PAVLAKIS, WRIGHT & FAGAN, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702

A.P.N: Nos.: 009-530-001; 009-540-001; 009-550-001; 009-560-004; 009-570-011;  
010-090-001; 010-090-003; 010-110-001; 010-120-001; 010-130-001;  
010-320-001

03012789  
GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 29<sup>th</sup> day of December, 2003, by and between BIG SPRINGS LAND & RESOURCE COMPANY, LLC, a Nevada limited liability company ("BIG SPRINGS"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited liability company, as to an undivided 75% interest and THE STAR LIVING TRUST as to an undivided 25% interest, Grantee.

WITNESSETH:

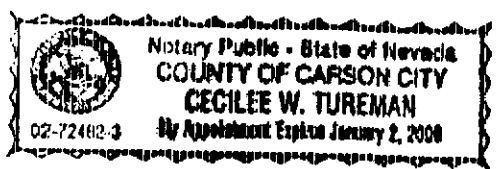
That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States, and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to the Grantee, and to its successors and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in Elko County, Nevada, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.





*Cecile W. Tureman*

NOTARY PUBLIC



COPY

### EXHIBIT A

County	APN #	Twn	Rng	Sec	Aliquot Parts	Acres
Elko	009-530-001	34N	66E	1	All except 0.23 Ac conv to WPR Co.	640.37
Elko	009-530-001	34N	66E	11	All	640.00
Elko	010-090-001	34N	67E	5	All	638.08
Elko	010-090-001	34N	67E	7	E/2 and ptn of W/2 east of the Nevada Northern Railroad as now constructed	366.98

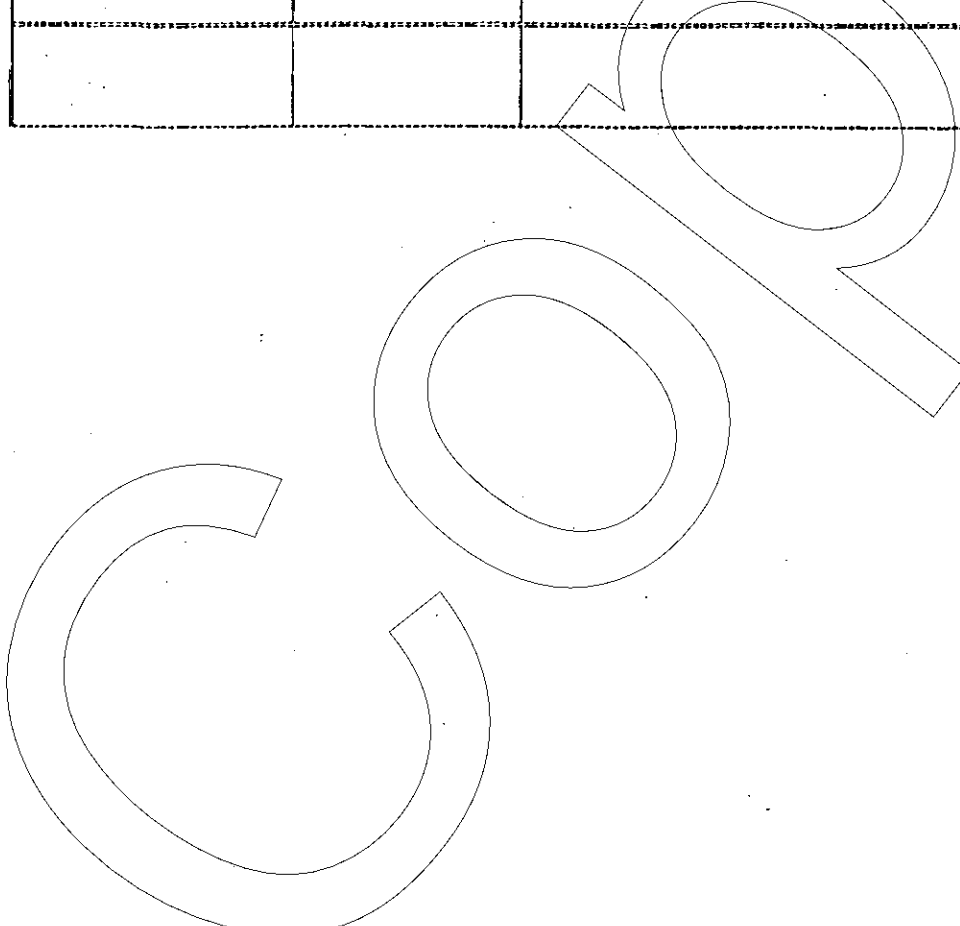
COPY

### EXHIBIT "A"

#### Big Springs Ranch Legal Descriptions

County	APN #	Twn	Rng	Sec	Aliquot Parts	Acreage
Elko	009-530-001	34N	66E	3	All	643.64
Elko	009-530-001	34N	66E	4	Lots 3 and 4, S/2 NW/4, SW/4 (W/2)	319.92
Elko	009-530-001	34N	66E	5	All	638.12
Elko	009-530-001	34N	66E	9	All	640.00
Elko	009-530-001	34N	66E	15	All	640.00
Elko	009-540-001	35N	66E	1	All	666.40
Elko	009-540-001	35N	66E	2	Lots 3 and 4, S/2 NW/4, SW/4 (W/2)	331.44
Elko	009-540-001	35N	66E	3	All	665.12
Elko	009-540-001	35N	66E	9	All	640.00
Elko	009-540-001	35N	66E	10	E/2 E/2	160.00
Elko	009-540-001	35N	66E	11	All	640.00
Elko	009-540-001	35N	66E	13	All	640.00
Elko	009-540-001	35N	66E	14	W/2 W/2	160.00
Elko	009-540-001	35N	66E	15	All	640.00
Elko	009-540-001	35N	66E	21	All	640.00
Elko	009-540-001	35N	66E	22	NE/4, SE/4 NW/4, N/2 SE/4, SW/4, SE/4, SE/4 SW/4	360.00
Elko	009-540-001	35N	66E	23	All	640.00
Elko	009-540-001	35N	66E	25	All	640.00
Elko	009-540-001	35N	66E	27	All	640.00
Elko	009-540-001	35N	66E	28	SE/4, SE/4 NE/4	200.00
Elko	009-540-001	35N	66E	33	All	640.00
Elko	009-540-001	35N	66E	34	W/2	320.00
Elko	009-540-001	35N	66E	35	All	640.00
Elko	009-550-001	36N	66E	1	All	642.24
Elko	009-550-001	36N	66E	11	All less 70.23 in I-80 ROW	569.77
Elko	009-550-001	36N	66E	13	All	640.00
Elko	009-550-001	36N	66E	15	All	640.00
Elko	009-550-001	36N	66E	21	E/2	320.00
Elko	009-550-001	36N	66E	22	W/2 NW/4, S/2	400.00
Elko	009-550-001	36N	66E	23	All	640.00
Elko	009-550-001	36N	66E	25	All	640.00
Elko	009-550-001	36N	66E	26	W/2 W/2	160.00
Elko	009-550-001	36N	66E	27	All	640.00
Elko	009-550-001	36N	66E	28	E/2 E/2, W/2 SE/4 less 4.50 Ac to Beaumont in SE/4 SW/4, SW/4 SE/4	235.50
Elko	009-550-001	36N	66E	33	All	640.00
Elko	009-550-001	36N	66E	34	All	640.00
Elko	009-550-001	36N	66E	35	All	640.00
Elko	009-560-004	37N	66E	25	All less 15.22 Ac St Rt. 30 ROW	624.78
Elko	009-560-004	37N	66E	27	SE/4 SE/4	40.00
Elko	009-560-004	37N	66E	35	All	625.34
Elko	009-570-011	38N	66E	23	Ptn 200' south of the CIPRR centerline	568.06
Elko	009-570-011	38N	66E	25	Ptn 200' south of the CIPRR centerline except 6.44 Ac in N/2 for Wyo tract	591.44
Elko	010-090-001	34N	67E	1	All	638.80
Elko	010-090-001	34N	67E	3	All	638.04
Elko	010-090-001	34N	67E	9	All	640.00
Elko	010-090-001	34N	67E	11	All	640.00

County	APN #	Twn	Rng	Sec	Aliquot Parts	Acres
Elko	010-090-001	34N	67E	13	All	640.00
Elko	010-090-001	34N	67E	15	All	640.00
Elko	010-090-001	34N	67E	17	All	640.00
Elko	010-090-001	34N	67E	19	NE/4, E/2 NW/4, Lots 1 and 2 (N/2) except 4.60 Ac conv to Nevada Northern Railroad Co.	306.35
Elko	010-090-001	34N	67E	21	N/2	320.00
Elko	010-090-001	34N	67E	22	All	640.00
Elko	010-090-001	34N	67E	23	N/2	320.00
Elko	010-090-003	34N	67E	7	Ptn of the E/2 W/2 west of the NWRR RW	46.98
Elko	010-110-001	36N	67E	7	All except 12.70 Ac conv to Northern Nevada Railroad Co.	619.98
Elko	010-110-001	36N	67E	19	All except 12.05 Ac conv to Northern Nevada Railroad Co. except ptn conv to State of NV for Hwy	608.15
Elko	010-110-001	36N	67E	31	All except 12.14 Ac conv to Northern Nevada Railroad Co.	627.26
Elko	010-120-001	37N	67E	1	Ptn 200' south of the CPRR centerline less 12.76 Ac to SR-30 RW	589.64
Elko	010-120-001	37N	67E	5	Ptn 200' south of the CPRR centerline	604.67
Elko	010-120-001	37N	67E	9	NW/4, S/2 less 6.70 Ac conv to Northern Nevada Railroad Co. and 15.10 Ac to SR-30 RW	458.20
Elko	010-120-001	37N	67E	11	Ptn 200' south of the CPRR centerline less 11.07 Ac to SR-30 RW	611.42
Elko	010-120-001	37N	67E	17	All less 16.33 Ac to SR-30 RW	623.67
Elko	010-120-001	37N	67E	19	All	628.68
Elko	010-130-001	38N	67E	31	Ptn 200' south of the CPRR centerline	594.40
Elko	010-320-001	35N	68E	7	All except 21.28 Ac conv to Western Pacific Railroad Co. less 45.33 to I-80 RW	614.35
Elko	010-320-001	35N	68E	17	All north of the WPRR centerline, and all south of the WPRR centerline less 6.89 Ac to I-80 RW	521.98
<b>Total Acres:</b>						<b>35,254.34</b>



Order No.: 03012789

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of ELKO COUNTY, described as follows:

PARCEL 1:

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

- Section 1: All;
- Section 3: All;
- Section 9: All;
- Section 11: All;
- Section 13: All;
- Section 15: All;
- Section 17: All;
- Section 19: Lots 1 and 2; E1/2NW1/4; NE1/4;

EXCEPTING THEREFROM all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

- Section 21: N1/2;
- Section 22: All;
- Section 23: N1/2;

EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., all the coal and other valuable minerals in the lands so granted as reserved by The United States of America in Patent recorded June 28, 1946 in Book 8, Page 413, Patent Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 1 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

FURTHER EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., an undivided 1/2 interest in and to all gas, oil, petroleum, minerals and/or mineral rights, lying in and under said land, as reserved by Theodore E. Smith and Pearl Smith, his wife, in Deed recorded August 15, 1958 in Book 74, Page 181, Deed Records, Elko County.

PARCEL 2:

Continued on next page

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Order No. 03012789

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

- Section 1: All;
- Section 3: All;
- Section 9: All;
- Section 11: All;
- Section 13: All;
- Section 15: All;
- Section 21: All;
- Section 23: All;
- Section 25: All;
- Section 27: S1/2;
- Section 33: All;
- Section 35: All;

EXCEPTING THEREFROM Parcel 2 all petroleum, oil, natural gas, and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 3:

TOWNSHIP 35 NORTH, RANGE 68 EAST, M.D.B.&M.

- Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 17: All that portion lying northerly of a line parallel with and one hundred (100) feet northerly of the center center line of Western Pacific Railway Company's railroad known as Arnold "L-1" or "34" line and all that portion lying southerly of a line parallel with and one hundred (100) feet southerly of the center line of Western Pacific Railway Company's railroad known as "R-2" or "44" line, which railroad rights of way were conveyed to Western Pacific Railway Company by Deed No. 126-F, dated November 27, 1908, and recorded February 19, 1909 in Book 31, Page 71, and Deed No. 188-F, dated June 30, 1910, and recorded September 10, 1910 in Book 32, Page 319, Deed Records, Elko County, Nevada.

Continued on next page



Order No. 03012789

EXCEPTING FROM Parcel 3 all that portion of said land as conveyed to the State of Nevada, acting by and through its Department of Highways in Deed recorded September 7, 1973 in Book 184, Page 44 and recorded June 24, 1976 in Book 230, Page 377, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing portion of Highway Right of Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 3 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 4:

TOWNSHIP 38 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 31: All that portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed.

EXCEPTING FROM Parcel 4 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 5:

TOWNSHIP 36 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 7: All;  
Section 19: All;  
Section 31: All;

EXCEPTING FROM Parcel 5 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Section 19 all that portion of said land as conveyed to the State of Nevada, acting by and through its

Continued on next page



Order No. 03012789

Department of Highways, in Deed recorded September 7, 1973 in Book 184, Page 44, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing Portion of Highway Right-of-Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 5 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 6:

TOWNSHIP 37 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 1: That portion lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;

Section 5: That portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;

Section 9: NW1/4; S1/2;

EXCEPTING FROM Section 9 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617 and recorded November 15, 1912 in Book 34, Page 130, Deed Records, Elko County, Nevada.

Section 11: That part lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed;

Section 17: All;

Section 19: All;

EXCEPTING FROM Parcel 6 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

Continued on next page

Order No. 03012789

PARCEL 7:

TOWNSHIP 37 NORTH, RANGE 66 EAST, M.D.B.&M.

- Section 25: All;
- Section 27: SE1/4SE1/4;
- Section 35: All;

TOWNSHIP 38 NORTH, RANGE 66 EAST, M.D.B.&M.

- Section 23: That portion southwesterly of a line parallel with and two hundred (200) feet distant southwesterly of center line of Central Pacific Railway Company's railroad as now constructed;
- Section 25: That part southwesterly of a line parallel with and two hundred (200) feet distant southwesterly of center line of Central Pacific Railway Company's railroad as now constructed;

EXCEPTING FROM Section 25 a parcel of land in the north half of said Section 25, containing 6.44 acres for Central Pacific Railway Company's Wye track.

FURTHER EXCEPTING FROM Parcel 7 all petroleum, oil, natural gas, and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 8:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

- Section 3: All;
- Section 5: All;
- Section 9: All;
- Section 15: All;

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

- Section 1: All;
- Section 11: All;

EXCEPTING FROM Section 11 all that portion of said land condemned to the State of Nevada by Final Order of Condemnation recorded  
Continued on next page

Order No. 03012789

August 22, 1973 in Book 182, Page 625, Official Records, Elko County, Nevada.

Section 13: All;

EXCEPTING FROM Section 13 all that portion of said land as conveyed to the State of Nevada, acting by and through its Department of Highways, in Deed recorded September 7, 1973 in Book 184, Page 44, Official Records, Elko County, Nevada.

Section 15: All;

Section 23: All;

Section 25: All;

EXCEPTING FROM Parcel 8 all petroleum, oil, natural gas and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 9:

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 35: All;

EXCEPTING FROM Parcel 9 all petroleum, oil, natural gas, and products derived therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 10:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 4: Lots 3 and 4; S1/2NW1/4; SW1/4;

EXCEPTING THEREFROM all minerals, mineral rights, gas, oil, coal and other hydrocarbons, in, under or upon said property or that may in any way be produced therefrom as reserved by W.J. Thomas and Grace L. Thomas, his wife, in Deed recorded January 23, 1959 in Book 75, Page 376, Deed Records, Elko County, Nevada.

PARCEL 11:

Continued on next page

Order No. 03012789

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

- Section 2: Lots 3 and 4; S1/2NW1/4; SW1/4;
- Section 10: E1/2E1/2;
- Section 14: W1/2W1/2;
- Section 22: NE1/4; SE1/4NW1/4; N1/2SE1/4; SW1/4SE1/4; SE1/4SW1/4;
- Section 27: N1/2;
- Section 28: SE1/4; SE1/4NE1/4;

EXCEPTING FROM Parcel 11 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed Recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 12:

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

- Section 21: E1/2;
- Section 22: W1/2NW1/4; S1/2;
- Section 26: W1/2W1/2;
- Section 27: All;
- Section 28: E1/2E1/2; W1/2SE1/4;

EXCEPTING AND RESERVING THEREFROM the following described land:

Beginning at a point from which the Southwest Corner of Section 28, TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M., bears South 84°52' West, 2,519.9 feet distant;

THENCE North 25°20' East, 486.81 feet;

THENCE South 64°40' East, 303.07 feet;

THENCE South 25°21' West, 140.51 feet;

THENCE South 64°40' East, 140.00 feet;

THENCE South 25°20' West, 346.30 feet;

THENCE North 64°40' West, 443.07 feet;

- Section 33: All;
- Section 34: All;

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Order No. 03012789

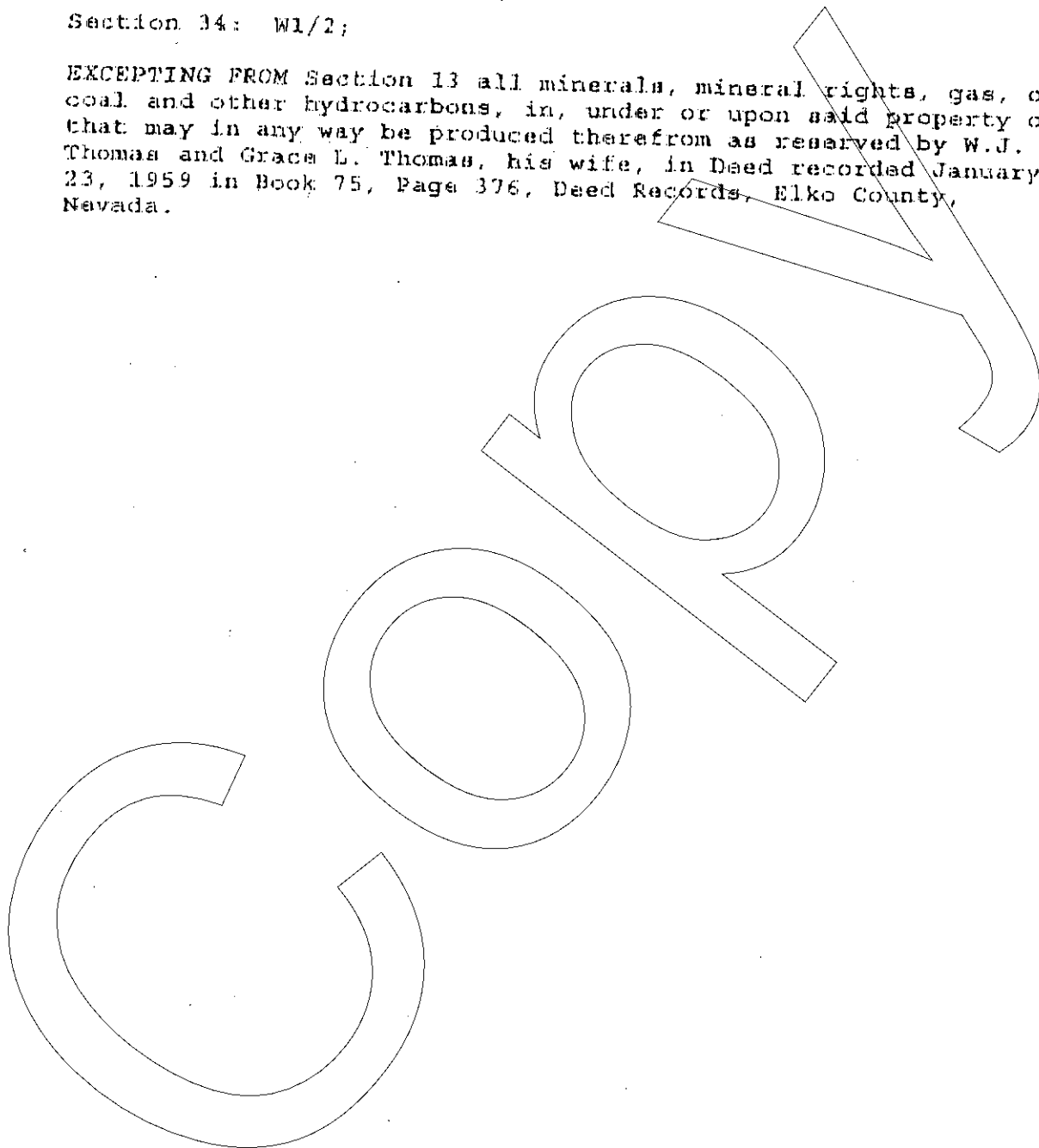
EXCEPTING FROM Parcel 12 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 13:

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 34: W1/2;

EXCEPTING FROM Section 13 all minerals, mineral rights, gas, oil, coal and other hydrocarbons, in, under or upon said property or that may in any way be produced therefrom as reserved by W.J. Thomas and Grace L. Thomas, his wife, in Deed recorded January 23, 1959 in Book 75, Page 376, Deed Records, Elko County, Nevada.



512358

3 72504

100779

512358  
FEE 17 FEE 8  
REGISTERED

2003 DEC 30 PM 4: 08

Stewart Title Co.  
JERRY G. STEWART, PRES.  
CLERK REGISTERED

When recorded, return to:  
JAMES R. CAVILIA, ESQ.  
ALLISON, MacKENZIE, RUSSELL,  
PA VLAKIS, WRIGHT & FAGAN, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702

A.P.N. Nos.: 009-530-001; 010-090-001

03012789

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 31<sup>st</sup> day of December, 2003, by and between NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware limited liability company ("NLRC"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited liability company, as to an undivided 75% interest and FARHONZ SAIKI, TRUSTEE THE STAR LIVING TRUST as to an undivided 25% interest, Grantee.

WITNESSETH:

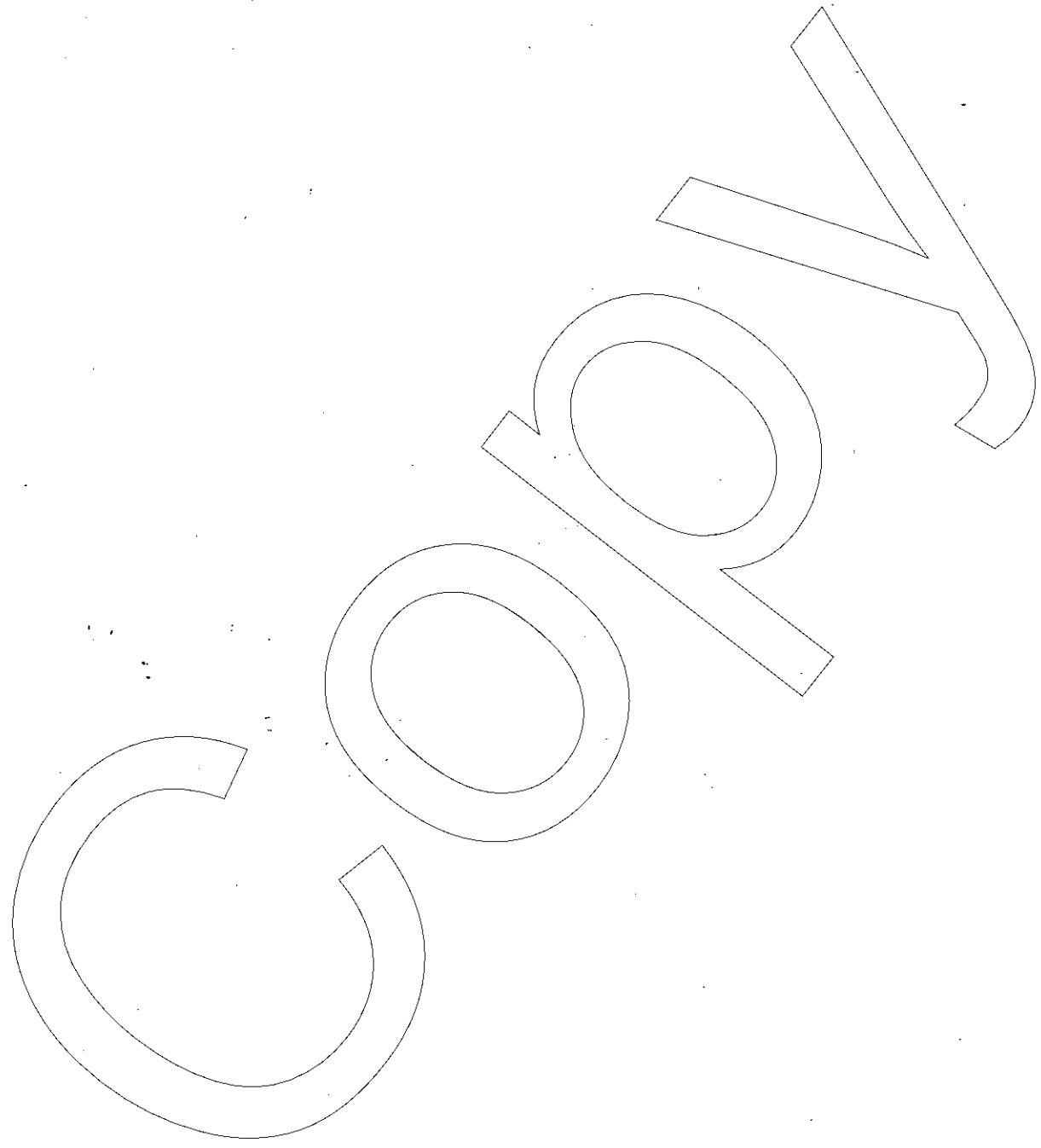
That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States, and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to the Grantee, and to its successors and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in Elko County, Nevada, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions,



### EXHIBIT A

County	APN #	Twp	Rng	Sec	Aliquot Parts	Acres
Elko	009-530-001	34N	66E	1	All except 0.23 Ac conv to WPR Co.	640.37
Elko	009-530-001	34N	66E	11	All	640.00
Elko	010-090-001	34N	67E	5	All	638.08
Elko	010-090-001	34N	67E	7	E/2 and ptn of W/2 east of the Nevada Northern Railroad as now constructed	366.98





PARCEL 14:

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 5: All;

Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Nevada Northern Railway Company, in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM that portion of the W1/2W1/2 lying west of the Nevada Northern Railroad as conveyed to Gordon Griswold and Kitty Griswold, his wife, in Deed recorded August 14, 1946 in Book 54, Page 354, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 14 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

PARCEL 15:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 11: ALL;

EXCEPTING FROM Parcel 15 all petroleum, oil, natural gas and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 125, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of the above described land those portion lying within the railroad right-of-way.

Copy

**Exhibit 9**

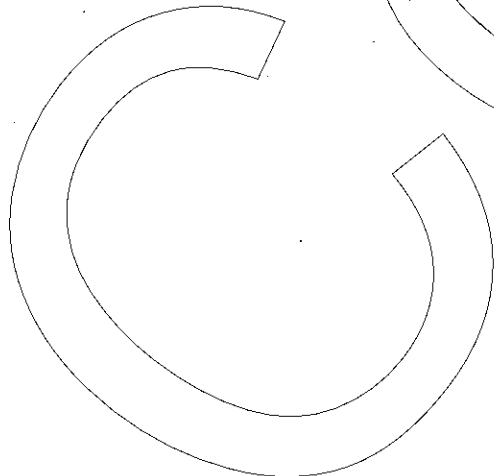
**ASSIGNMENT OF INTEREST IN BIG SPRING RANCH, LLC**

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in BIG SPRING RANCH, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in BIG SPRING RANCH, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of BIG SPRING RANCH, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of BIG SPRING RANCH, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI



COPY

**Exhibit 10**

**ASSIGNMENT OF INTEREST IN  
NEVADA LAND & WATER RESOURCES, LLC**

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in NEVADA LAND & WATER RESOURCES, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in NEVADA LAND & WATER RESOURCES, LLC, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of NEVADA LAND & WATER, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of NEVADA LAND & WATER RESOURCES, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI

COPY

**Exhibit 11**

1 RELS  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT NO.: XIII

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,

RELEASE OF LIS PENDENS

16 Defendants.

17  
18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,

DATE: N/A  
TIME: N/A

20 v.

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.

23  
24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 GHOLAMREZ ZANDIAN JAZI,

2 Counterclaimant,

3 v.

4 WENDOVER PROJECT, LLC,

5 Counterdefendant,

6 1334.022860-JLR

7 NOTICE is hereby given that the undersigned did, on the 30th day of January, 2006 file a  
8 Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the Elko  
9 County Recorder as Document Number 548113 on February 2, 2006.

10 NOW THEREFORE, for valuable consideration, the undersigned does by these presents  
11 release, satisfy and discharge said Lis Pendens.

12 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

13 JOHN PETER LEE, LTD.

14 BY: \_\_\_\_\_

15 John Peter Lee, Esq.  
16 Nevada Bar No. 001768  
17 Michael A. Reynolds, Esq.  
18 Nevada Bar No. 008631  
19 830 Las Vegas Boulevard South  
20 Las Vegas, Nevada 89101  
21 Ph: (702) 382-4044/Fax: (702) 383-9950  
22 Attorneys for Plaintiffs  
23  
24  
25  
26  
27  
28

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
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**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 RELS  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company, BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,

**RELEASE OF LIS PENDENS**

16 Defendants.

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,

DATE: N/A  
TIME: N/A

20 v.

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

1 GHOLAMREZ ZANDIAN JAZI,  
 2 Counterclaimant,  
 3 v.  
 4 WENDOVER PROJECT, LLC,  
 5 Counterdefendant,

6 1334 022860-JLR

7 NOTICE is hereby given that the undersigned did, on the 14th day of October, 2005 file a  
8 Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the Elko  
9 County Recorder as Document Number 542563 on October 25, 2005.

10 NOW THEREFORE, for valuable consideration, the undersigned does by these presents  
11 release, satisfy and discharge said Lis Pendens.

12 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

13 JOHN PETER LEE, LTD.

14 BY: \_\_\_\_\_  
 15 John Peter Lee, Esq.  
 16 Nevada Bar No. 001768  
 17 Michael A. Reynolds, Esq.  
 18 Nevada Bar No. 008631  
 19 830 Las Vegas Boulevard South  
 20 Las Vegas, Nevada 89101  
 21 Ph: (702) 382-4044/Fax: (702) 383-9950  
 22 Attorneys for Plaintiffs

JOHN PETER LEE, LTD.  
 ATTORNEYS AT LAW  
 830 LAS VEGAS BOULEVARD SOUTH  
 LAS VEGAS, NEVADA 89101  
 Telephone (702) 382-4044  
 Telecopier (702) 383-9950

23  
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1 RELS  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,

RELEASE OF LIS PENDENS

16 Defendants.

17  
18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,

20 v.

DATE: N/A  
TIME: N/A

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.

23  
24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

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GHOLAMREZ ZANDIAN JAZI,  
Counterclaimant,  
v.  
WENDOVER PROJECT, LLC,  
Counterdefendant,

1334.022860-JLR

NOTICE is hereby given that the undersigned did, on the 14th day of October, 2005 file a Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the Washoe County Recorder as Document Number 3301912 on November 3, 2005.

NOW THEREFORE, for valuable consideration, the undersigned does by these presents release, satisfy and discharge said Lis Pendens.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

JOHN PETER LEE, LTD.

BY: \_\_\_\_\_  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiffs

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 RELS  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

CASE NO.: A511131  
DEPT. NO.: XIII

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company, BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,

RELEASE OF LIS PENDENS

16 Defendants.

17  
18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,

DATE: N/A  
TIME: N/A

20 v.

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.

23  
24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 GHOLAMREZ ZANDIAN JAZI,  
2 Counterclaimant,

3 v.

4 WENDOVER PROJECT, LLC,  
5 Counterdefendant,

6 1334.022860-JLR

7 NOTICE is hereby given that the undersigned did, on the 16th day of November, 2005 file  
8 a Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the  
9 Clark County Recorder in Book/Instrument 20051116-0004202 on November 16, 2005.

10 NOW THEREFORE, for valuable consideration, the undersigned does by these presents  
11 release, satisfy and discharge said Lis Pendens.

12 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

13 JOHN PETER LEE, LTD.

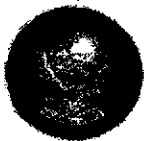
14 BY:

15 John Peter Lee, Esq.  
16 Nevada Bar No. 001768  
17 Michael A. Reynolds, Esq.  
18 Nevada Bar No. 008631  
19 830 Las Vegas Boulevard South  
20 Las Vegas, Nevada 89101  
21 Ph: (702) 382-4044/Fax: (702) 383-9950  
22 Attorneys for Plaintiffs

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

COPY

**Exhibit 12**



DEAN HELLER  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684 5708  
Website: secretaryofstate.biz

**Certificate of Resignation of Officer,  
Director, Manager, Member, General  
Partner, Trustee or Subscriber**

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Resignation of  
Officer, Director, Manager, Member,  
General Partner, Trustee or Subscriber**

1. The name and title(s) of person that desires to resign:

GHOLAMREZA ZANDIAN JAZI  
(Name)

Manager  
(Title(s))

2. The name and file number of the entity for which resignation is being made:

WENDOVER PROJECT L.L.C.  
(Name of Entity)

(File Number)

3. Signature: \_\_\_\_\_

4. Fee: \$75.00 per form. Resignation of one person from one entity per form.

*This form must be accompanied by appropriate fees.*





DEAN HELLER  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684 5708  
Website: secretaryofstate.biz

**Certificate of Resignation of Officer,  
Director, Manager, Member, General  
Partner, Trustee or Subscriber**

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Resignation of  
Officer, Director, Manager, Member,  
General Partner, Trustee or Subscriber**

1. The name and title(s) of person that desires to resign:

GHOLAMREZA ZANDIAN JAZI  
(Name)

Manager  
(Title(s))

2. The name and file number of the entity for which resignation is being made:

NEVADA LAND & WATER RESOURCES, L.L.C.  
(Name of Entity)

(File Number)

3. Signature: \_\_\_\_\_

4. Fee: \$75.00 per form. Resignation of one person from one entity per form.

*This form must be accompanied by appropriate fees.*

COPY

**Exhibit 13**

COPY

**Exhibit 14**



DEAN HELLER  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684 5708  
Website: secretaryofstate.biz

**Certificate of Resignation of Officer,  
Director, Manager, Member, General  
Partner, Trustee or Subscriber**

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Resignation of  
Officer, Director, Manager, Member,  
General Partner, Trustee or Subscriber**

1. The name and title(s) of person that desires to resign:

GHOLAMREZA ZANDIAN JAZI  
(Name) Manager  
(Title(s))

2. The name and file number of the entity for which resignation is being made:

BIG SPRING RANCH LLC  
(Name of Entity) (File Number)

3. Signature: \_\_\_\_\_

4. Fee: \$75.00 per form. Resignation of one person from one entity per form.

*This form must be accompanied by appropriate fees.*

Copy

**Exhibit 15**

1 RCPT  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

CASE NO.: A511131  
DEPT. NO.: XIII

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,

RECEIPT

16 Defendants.

17  
18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,

DATE: N/A  
TIME: N/A

20 v.

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.

23  
24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 GHOLAMREZ ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant,

6 1334.022860-JLR

7 RECEIPT of \$250,000 made payable to John Peter Lee, Ltd., in compliance and in  
8 conformity with the Award of Floyd Hale, Arbitrator dated September 20, 2006 is acknowledged this  
9 \_\_\_\_ day of \_\_\_\_\_, 2006.

10 JOHN PETER LEE, LTD.

11 BY:

12 John Peter Lee, Esq.  
13 Nevada Bar No. 001768  
14 Michael A. Reynolds, Esq.  
15 Nevada Bar No. 008631  
16 830 Las Vegas Boulevard South  
17 Las Vegas, Nevada 89101  
18 Ph: (702) 382-4044/Fax: (702) 383-9950  
19 Attorneys for Plaintiff/Counterdefendant

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH

LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

Telecopier (702) 383-9950

28

**MUTUAL RELEASE OF CLAIMS**

This Mutual Release of Claims is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between GHOLAMREZA ZANDIAN JAZI (“Zandian”), Ray Koroghli (“Koroghi”), Fariborz Fred Sadri (“Sadri”), Wendover Project, LLC (“Wendover”), Nevada Land and Water Resources, LLC (“Nevada Land”) and Big Spring Ranch, LLC, (“Big Spring”). For purposes of this agreement, Zandian is hereinafter called Plaintiff and all of the individuals and LLCs are jointly called Defendants.

**RECITALS**

WHEREAS disputes have arisen by and between the Plaintiff and the Defendants resulting in litigation which was commenced in the District Court, Clark County Nevada, given Case No. A511131; and

WHEREAS the matter was thereafter referred to arbitration before Floyd A. Hale by an agreement; and

WHEREAS, in addition to the Complaint, the Defendants filed various Counterclaims against the Plaintiff in the District Court action, all of which claims were heretofore referred to Floyd A. Hale to arbitrate; and

WHEREAS the parties to this Release, Plaintiff and the Defendants, commenced the arbitration process before Floyd A. Hale, which commenced on the 22nd day of August, 2006 and ended on the 8th day of September, 2006; and

WHEREAS on the latter date an order was entered on the record concerning settlement of the claims asserted by the Plaintiff, and the counterclaims asserted by the Defendants, which will be reduced to an order entered in the arbitration proceedings; and



WHEREAS the order provides for the release of certain rights by the parties, one against the other, and the payment of sums by certain of the Defendants, all as set forth in separate instruments, and further set forth in the Arbitration Order; and

WHEREAS these parties desire to settle and resolve all issues, allegations, claims, rights, defenses and obligations and causes of action asserted, or which could have been asserted by the Plaintiff against the Defendants and the Defendants against the Plaintiff;

NOW THEREFORE in consideration of these Recitals and the mutual covenants, promises and conditions hereinafter set forth, these parties agree as follows:

1. In consideration of the mutual covenants of the parties hereto, their heirs, executors, administrators, assigns, representative trustees, beneficiaries, directors, officers, employees, agents and attorneys and assigns to enter to this Mutual Release whereby the Plaintiff releases the Defendants and the Defendants release the Plaintiff from any and all demands, claims, damages, lawsuits, causes of action, costs and expenses of whatever character, known or unknown, and whenever occurring in the past, in the present or which will accrue in the future in any way, which are directly or indirectly related to the demands, claims and causes of action alleged, or which could have been alleged by the parties in the Complaint, the Amended Complaint and the various Counterclaims, or any amendments which could have been filed in the underlying proceedings.

2. The parties recognize that the Plaintiff and that the Defendants each may have claims against the others, of which they are unaware, it is the intention of the parties entering into this Mutual Release that this instrument will terminate the claim of the Plaintiff as against the Defendants and the Defendants against the Plaintiff, and prevent them from asserting the same. To this end, the

parties, and each of them, do waive all rights and benefits conferred upon them by statute or common law of any jurisdiction which has provisions which provides generally as follows:

“a general release does not extend to claims which the creditor does know or suspect in his favor at the time of executing the Release, which, if known by him, must have materially effected his settlement with the Debtor.”

The Plaintiff indemnifies the Defendants and the Defendants indemnify the Plaintiff from any and all claims asserted against any of them as a result of, or in connection with, any action or proceeding brought directly or indirectly on behalf, in the name of anyone claiming standing through the Plaintiff or the Defendants, contrary to the provisions of the Releases as provided for in this agreement.

3. This mutual settlement agreement is a compromise of disputed claims and arises out of, connected with, and relating to the underlying action and is not to be constructed as an admission of liability on the part of any party, all of whom expressly deny liability.

4. The construction, effect and validity of this agreement is governed by the laws of the State of Nevada and shall bind and inure to the benefit of each party and constitutes the entire agreement among the parties with respect to the subject hereto and may not be amended, except in writing, executed by the party to be charged.

5. Each party agrees to do anything necessary, and to execute all instruments necessary proper to effectuate the provisions and intent of this agreement, and each party shall mark cancelled and deliver to the other all evidence of any debt or obligation owed to the other, including Notes, Deeds of Trust or promises to pay, including, but not limited to, that certain Promissory Note

executed by Zandian in favor of Fariborz Fred Sadri and the Star Living Trust for \$333,333 secured by a Deed of Trust on 4,400 acres of property in Washoe County, Nevada.

6. Each party warrants that he has the power, capacity and authority to enter into this Mutual Release.

7. The Plaintiff and the Defendants separately acknowledge that their execution of this Release is freely and voluntarily done, and that all Recitals are true and correct, and they have not assigned or transferred to any person the matters released hereunder.

8. All the terms and conditions herein are severable in the event that any terms held are considered unenforceable by any court of competent jurisdiction. This agreement shall be interpreted as if the unenforceable terms were not contained herein.

9. This mutual agreement shall not create any rights in any person who is not a party hereto.

10. This mutual settlement agreement may be signed in multiple originals, each of which is considered a counterpart of the others, and taken together shall constitute one original.

DATED the day above first written.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI

\_\_\_\_\_  
RAY KOROGHLI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, individually and  
as Trustee of the Star Living Trust

WENDOVER PROJECT, LLC

BY: \_\_\_\_\_

NEVADA LAND & WATER RESOURCES, LLC

BY: \_\_\_\_\_

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_

COPY

COPY

**Exhibit 16**

COPY

**EXHIBIT FOUR**

FLOYD A. HALE  
SPECIALIST  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhaale@floydahale.com

1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator

RECEIVED  
MAR 02 2007  
JOHN PETER LEE, LTD.

DISTRICT COURT  
CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

**ARBITRATOR REPORT AND RECOMMENDATION TO  
DISTRICT COURT**

23 This matter was submitted to Arbitration and Arbitration Hearings were conducted for two  
24 days, as well as the submission of voluminous exhibits, depositions and briefs. During the  
25 Arbitration proceeding, the parties agreed to meet with the Arbitrator in an effort to resolve the  
26 dispute. With agreement of counsel, the parties met directly with the Arbitrator and an agreement  
27 for a final conclusion of this matter was read into the record, being recorded by a court reporter.  
28

1 The undersigned then issued an Arbitration Decision based upon the evidence submitted as well  
2 as the agreement of the parties.

3  
4 On January 11, 2007, counsel for the parties conducted a hearing before this Court  
5 regarding confirmation of the Arbitration Award. Counsel for the parties could not reach an  
6 agreement as to what documents needed to be signed to effect the Arbitration Decision. For that  
7 reason, the matter was referred back to the Arbitrator for further proceedings. The actual  
8 reference, contained in page 25, line 6-14 of the January 11, 2007, transcript is as follows:  
9

10 THE COURT: I'm going to resolve your problem. Its real easy. I am  
11 going to refer the matter back to Floyd Hale for further proceedings,  
12 consistent with the 9/8/06 transcript. Those will include getting the  
13 mechanism for the spouses of the parties to sign the documents, getting  
14 a mechanism for the waiver of the release of the rights of first refusal  
15 that exist, entering into the settlement agreement the parties entered  
16 into. If he is unable to reach an agreement among the parties, then I  
17 will have the final word.

18 The District Court has already indicated that wives of the principals will need to sign  
19 documents. The following report and recommendation will reference the parties to the  
20 Arbitration with the understanding that the District Court has already indicated that wives for  
21 those parties will be required to sign all necessary documents.

22 IT IS REPORTED AND RECOMMENDED to the Court that the following documents  
23 will need to be executed by the parties and their wives:

24 4,400 acres of real estate, owned by Poh Rah, LLC: The only members of the Pah Rah,  
25 LLC are the parties to this action: Zandian Jazi; Ray Koroghli and Fred Sadri. These parties will  
26 be required to sign a Grant Bargain Sale Deed to transfer the 4,400 acres of real estate to Zandian  
27 Jazi. Fred Sadri will need to execute a full reconveyance of the Deed of Trust and release the  
28 Promissory Note which was secured by the Deed of Trust as to this property. The parties will also

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1 have to sign a waiver of any right of first refusal to this property.

2 320 acres owned by Big Springs Ranch, LLC. The only members of the Big Springs  
3 Ranch LLC, are the parties to this action and Mr. Abrishami. If Mr. Zandian Jazi can obtain the  
4 signature of Mr. Abrishami on a Deed to transfer this property, then the parties to this action must  
5 all execute a Grant Bargain Sale Deed transferring this real estate to Zandian Jazi. If Mr. Jandian  
6 Jazi is unable to obtain the signature of Mr. Abrishami, then Mr. Sadri and Mr. Koroghli are  
7 required to sign a Quit Claim Deed from Big Springs Ranch, LLC to Zandian Jazi to sign waivers  
8 of rights of first refusal.  
9

10  
11 \$250,000.00 Payment to Zandian Jazi: There has been a dispute as to what entity is  
12 responsible for making this payment. During the Arbitration Proceedings, as well as during prior  
13 meetings with the parties, it was represented to the Arbitrator that Mr. Sadri and Mr. Koroghli  
14 would make this payment. It is Recommended that either Mr. Sadri or Mr. Koroghli, or both, are  
15 individually responsible for this payment. Sadri and Koroghli may, however, execute the  
16 payment check or draft in whatever representative capacity that they believe is the most  
17 appropriate.  
18

19 Transfer of Wendover Project, LLC Interest: Zandian Jazi has agreed to waive or transfer  
20 any interest that he has, if any, in the Wendover Project, LLC. Mr. Netzorg has argued that it is  
21 incumbent upon Mr. Zandian Jazi to obtain signatures on waivers of rights of first refusal from  
22 all members of the LLC. This was not part of the settlement agreement and the District Court  
23 should be aware that the Defendants contested that Zandian Jazi even owned rights in the  
24 Wendover Project, LLC at the time of the arbitration.  
25

26  
27 It is the Report and Recommendation of the Arbitrator that Zandian Jazi sign a transfer  
28 of all interest that he owns in the Wendover Project, LLC directly to: "Wendover Project, LLC."

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FLOYD A. HALE  
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1 Zandian Jazi must also sign a waiver of any right of first refusal that he has as to that LLC.

2 The remaining managing members of the Wendover Project LLC are responsible for  
3 determining the appropriate allocation of the Zandian Jazi interest. If they believe that it is  
4 necessary to obtain waivers of rights of first refusal to make that allegation of interest, then it is  
5 their responsibility to do so. Before distributing Mr. Zandian Jazi's interest, the managing  
6 members of the LLC should either distribute that interest in accordance with the operating  
7 agreements or, alternatively, obtain whatever signatures that the managing members determine  
8 are necessary to make a different distribution or allocation of that interest. It would seem unfair  
9 to place this burden on the transferring party who is merely transferring his interest to the entire  
10 Wendover Project, LLC.

11 Big Springs Ranch, LLC: As with the Wendover Project, LLC, Mr. Zandian Jazi will be  
12 required to execute a transfer of interest and waiver of any interest of the Big Springs Ranch,  
13 LLC, directly to: "Big Springs Ranch, LLC." He must also execute a waiver of right of first  
14 refusal that he would have under that LLC. As stated with the Wendover Project, LLC, it is the  
15 duty of the managing members of the Big Springs Ranch, LLC, to make an appropriate  
16 distribution or allocation of this interest. The remaining managing members of the Big Springs  
17 Ranch, LLC must either transfer the property as required by the operating agreement or obtain  
18 whatever waivers of rights of first refusal that are necessary to make a transfer which they believe  
19 are necessary.

20 **CONCLUSION:**

21 Mr. Netzorg has contested the requirement that the receiving LLC entities are required to  
22 obtain waivers of rights of first refusal. Actually, waivers are not necessary if the receiving  
23 interest is transferred pursuant to the operating agreement. If the managing members want to  
24  
25  
26  
27  
28

1 obtain waivers of rights of first refusal to make a different distribution, they are certainly free to  
2 do so. That should not be the burden of Mr. Zandian Jazi.

3  
4 Mr. Netzorg has also asked for numerous documents regarding a purported transfer of Mr.  
5 Zandian Jazi's shipyard stock. There was absolutely no evidence that any entity related to these  
6 proceedings acknowledged receipt of that stock or issued any credit related to receipt of that  
7 stock. Although that stock was discussed during the Arbitration proceedings, there was no  
8 competent evidence regarding that stock being relevant to the Arbitration proceedings.

9  
10 RESPECTFULLY SUBMITTED this 28<sup>th</sup> day of February, 2007.

11  
12 By: 


FLOYD A. HALE  
2300 W. Sahara, #900  
Las Vegas, NV 89102  
Arbitrator

13  
14  
15  
16 CERTIFICATE OF FACSIMILE AND MAIL


17 I hereby certify that on the 28<sup>th</sup> day of February, 2007, I faxed and mailed a true and  
18 correct copy of the foregoing addressed to:

19 John Peter Lee, Esq.  
20 830 Las Vegas Boulevard South  
21 Las Vegas, NV 89101  
22 Attorneys for Plaintiffs  
23 Fax No. 383-9950

24 John Netzorg, Esq.  
25 2810 West Charleston Blvd. #H-81  
26 Las Vegas, NV 89102  
27 Attorneys for Defendants  
28 Fax No. 878-1255

By:   
Employee of Jams

**AFFIRMATION**  
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding  
  
filed in District Court case number 4511131  
DOES NOT contain the social security number of any person.

Date 6/8/07

FLOYD A. HALE  
SPECIAL ARBITRATOR  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhale@floydahale.com



# WASHOE COUNTY RECORDER

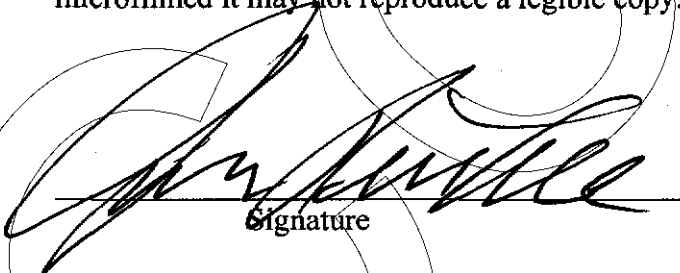
OFFICE OF THE RECORDER  
KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3661  
FAX (775) 325-8010

## LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

A large, handwritten signature in black ink, appearing to read "John Peter Lee", is written over a horizontal line. The signature is partially enclosed by a circular stamp.

Signature

June 19, 2007

Date

JOHN PETER LEE, ESQ., 001768

Printed Name

Exhibit 11

Exhibit 11

Exhibit 11

**DOC # 4747575**

09/25/2017 02:36:29 PM  
Requested By  
NATIONWIDE LEGAL NEVADA LLC  
Washoe County Recorder  
Lawrence R. Burtness - Recorder  
Fee: \$39.00 RPTT: \$0.00  
Page 1 of 23



( for Recorder's use only )

APN# \_\_\_\_\_

**Recording Requested by:**

Name: Wright Finlay & Zak, LLP  
Address: 7785 W. Sahara Ave., Suite 200  
City/State/Zip: Las Vegas, Nevada 89117

**When Recorded Mail to:**

Name: Wright Finlay & Zak, LLP  
Address: 7785 W. Sahara Ave., Suite 200  
City/State/Zip: Las Vegas, Nevada 89117

**Mail Tax Statement to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

Order on Stipulation for Final  
Resolution of Litigation

**( Title of Document )**

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.  
(Per NRS 239B.030)

**-OR-**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:

\_\_\_\_\_  
(State specific law)

**Signature**

Yanxiong Li, Esq.

**Printed Name**

\_\_\_\_\_  
Attorney

**Title**

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

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1 ORDG  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 YVETTE R. FREEDMAN, ESQ.  
Nevada Bar No. 009898  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

CC

9 GHOLAMREZA ZANDIAN JAZI,

CASE NO.: A511131  
DEPT. NO.: XI

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
13 SADRI, individually, and as Trustee of the Star  
Living Trust, WENDOVER PROJECT, LLC, a  
14 Nevada limited liability company; BIG SPRING  
RANCH, LLC, a Nevada limited liability company,  
15 and NEVADA LAND AND WATER  
RESOURCES, LLC, a Nevada limited liability  
16 company.

17 Defendants.

ORDER ON STIPULATION

18 RAY KOROGHLI, individually and FARIBORZ  
19 FRED SADRI, individually,

20 Counterclaimants,

DATE: N/A  
TIME: N/A

21 v.

22 GHOLAMREZA ZANDIAN JAZI.

23 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
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Telephone (702) 382-4044  
Telecopier (702) 383-9950

RECEIVED  
JUL 17 2008  
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JUL 17 2008  
CLERK OF THE COURT

1 GHOLAMREZA ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant.

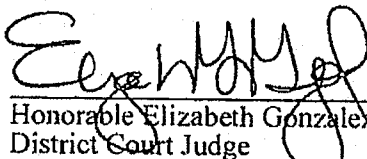
6 1334.022860-JLR

7 Upon reading and filing the Stipulation for Final Resolution of Litiation and the Agreement  
8 attached, and good cause appearing, it is

9 ORDERED that the parties are to comply with the Stipulation and Agreement, and it is  
10 further

11 ORDERED that this Court will retain jurisdiction over the parties to enforce the Stipulation  
12 and Agreement.

13 Dated this 15 day of <sup>July</sup> ~~June~~, 2008.

14   
15 Honorable Elizabeth Gonzalez  
16 District Court Judge

CC

BT

16 SUBMITTED BY:

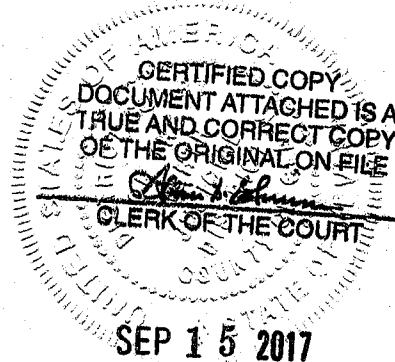
17 JOHN PETER LEE, LTD.

18  
19 BY: 

20 JOHN PETER LEE, ESQ.  
21 Nevada Bar No. 001768  
22 YVETTE R. FREEDMAN, ESQ.  
23 Nevada Bar No. 009898  
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25 Las Vegas, Nevada 89101  
26 Ph: (702) 382-4044/Fax: (702) 383-9950  
27 Attorneys for Plaintiff/Counterdefendant  
28

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CLERK OF THE COURT





702

ORIGINAL

1 STIP  
 2 JOHN PETER LEE, LTD.  
 3 JOHN PETER LEE, ESQ.  
 Nevada Bar No. 001768  
 4 YVETTE R. FREEDMAN, ESQ.  
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 (702) 382-4044 Fax: (702) 383-9950  
 Attorneys for Plaintiff/Counterdefendant

*Cliff Allen*  
 CLERK OF THE COURT

JUL 14 4 11 PM '08

FILED

DISTRICT COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI, )  
 )  
 10 Plaintiff, )  
 )  
 11 v. )  
 12 RAY KOROGHLI, individually, FARIBORZ FRED )  
 SADRI, individually, and as Trustee of the Star )  
 13 Living Trust, WENDOVER PROJECT, LLC, a )  
 Nevada limited liability company; BIG SPRING )  
 14 RANCH, LLC, a Nevada limited liability company. )  
 and NEVADA LAND AND WATER )  
 15 RESOURCES, LLC, a Nevada limited liability )  
 company, )  
 16 Defendants.

CASE NO.: A511131  
 DEPT. NO.: XI

STIPULATION FOR FINAL  
 RESOLUTION OF  
 LITIGATION

18 RAY KOROGHLI, individually and FARIBORZ )  
 FRED SADRI, individually, )  
 19 Counterclaimants, )  
 20 v. )  
 21 GHOLAMREZA ZANDIAN JAZI, )  
 22 Counterdefendant.

DATE:  
 TIME:

24 WENDOVER PROJECT, LLC, )  
 25 Counterclaimant, )  
 26 v. )  
 27 GHOLAMREZA ZANDIAN JAZI, )  
 28 Counterdefendant.

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JUL 14 2008

CLERK OF THE COURT

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 Telephone (702) 382-4044  
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1 GHOLAMREZA ZANDIAN JAZI,  
 2 Counterclaimant,  
 3 v.  
 4 WENDOVER PROJECT, LLC,  
 5 Counterdefendant.

6 1334.022860-JLR

7 This Stipulation is made and entered by and between the parties to this litigation acting by  
8 and through their respective undersigned counsel and, based upon the following Recitals, stipulate  
9 and agree for their clients as to the particulars and matters hereinafter set forth.

10 WHEREAS litigation was commenced in the above entitled action brought by Gholamreza  
11 Zandian Jazi and others against Fred Sadri, Ray Koroghli and others, which was referred to  
12 arbitration by agreement and the ensuing arbitration award confirmed by this Court and later  
13 appealed by the Defendants to the Supreme Court of the State of Nevada where it is presently  
14 pending as Case No. A511131; and

15 WHEREAS these parties have negotiated a settlement of all of the issues presented in the  
16 litigation and appeal and other issues subsidiary to the litigated items and have reached a resolution  
17 and have reduced the settlement to a written Agreement to be read and approved by this Court and  
18 the parties ordered to comply with the provisions thereof, with the Court to retain jurisdiction for the  
19 purpose of enforcing said Agreement, a copy of which is attached hereto as Exhibit "1."

20 NOW, based upon these Recitals, the parties agree as follows:

21 1. That all claims by any party against the other on account of any matters arising from  
22 their business relationships which are the subject of this litigation and appeal are released, discharged  
23 and satisfied save and except for the continuing obligations and matters set forth in the Agreement,  
24 a copy of which is attached to this Stipulation and incorporated herein by this reference.

25 2. The parties, and each of them, are to be ordered by the above entitled Court to comply  
26 with the provisions of the Agreement in all respects. The Court shall retain jurisdiction of this matter  
27 for the purpose of enforcing the Agreement upon proper application of any of the parties hereto.

28

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1 3. It is to be further ordered by the Court that the four Lis Pendens heretofore recorded  
2 will be ordered released and discharged and of no further force and effect as of the date of the  
3 signing of the Court's order.

4 4. All bonds by any party shall be released by the Court's order.

5 5. When all of the executory provisions of the Stipulation have been met and discharged,  
6 any party may apply for final dismissal of this action with prejudice provided, however, that no party  
7 may revive or relitigate any of the issues, the subject of these proceedings now, the arbitration or  
8 the subject of the appeal to the Supreme Court of Nevada. All such issues are determined, settled,  
9 resolved and dispensed with.

10 DATED this \_\_\_ day of June, 2008.

11 JOHN PETER LEE, LTD.

12 BY: 

13 JOHN PETER LEE, ESQ.  
14 Nevada Bar No. 001768  
15 YVETTE R. FREEDMAN, ESQ.  
16 Nevada Bar No. 009898  
17 830 Las Vegas Boulevard South  
18 Las Vegas, Nevada 89101  
19 (702) 382-4044/ Fax (702) 383-9950

20 COHEN, JOHNSON & DAY

21 BY:  6-24-08

22 Steven L. Day, Esq.  
23 Nevada Bar No. 003708  
24 1060 West Wigwam Parkway  
25 Henderson, Nevada 89074

26 GHOLAMREZA ZANDIAN JAZI

27   
28 RAY KOROGHLI, individually

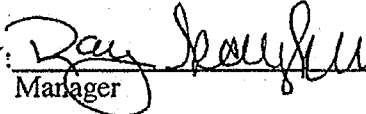
  
FARIBORZ FRED SADRI, individually, and as  
Trustee of the Star Living Trust

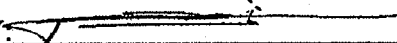
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WENDOVER PROJECT, LLC

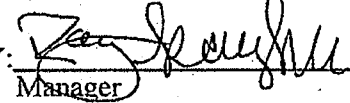
BY:   
Manager


BY:   
Manager

BY:   
Manager

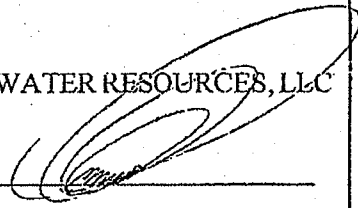
BIG SPRING RANCH, LLC

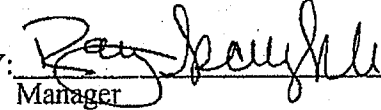
BY:   
Manager

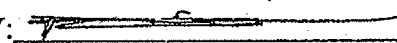
BY:   
Manager

BY:   
Manager

NEVADA LAND AND WATER RESOURCES, LLC

BY:   
Manager

BY:   
Manager

BY:   
Manager



702

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Agreement is made and entered into this 17<sup>th</sup> day of June, 2008, "effective date" by and between Reza Zandian ("Zandian"), Fred Sadri individually and as trustee of Star Living Trust ("Sadri") and Ray Koroghli ("Koroghli") individually and as Members and Managing Members of Wendover Project, LLC, Nevada Land & Water Resources, LLC and Big Spring Ranch, LLC.

**1. RECITALS**

1.1 WHEREAS Sadri is joined in this Agreement in his individual capacity and as Trustee of the Star Living Trust ("Trust") and

1.2 The use of the name "Sadri" shall reflect his agreement individually to the terms and provisions of this Agreement, and also his agreement to these terms and provisions as a Trustee of the Star Living trust without repetition of that fact through the body of this Agreement.

1.3 WHEREAS Zandian, Sadri and Koroghli are or have been Managing Members of Wendover Project, LLC ("Wendover"), Nevada Land and Water Resources, LLC ("Nevada Land") and Big Spring Ranch, LLC ("Big Spring"), jointly LLC's and this Agreement binds the individual parties and the LLC's identified; and

1.4 WHEREAS all of the above are limited liability companies formed in and doing business in the State of Nevada; and

1.5 WHEREAS each individual party to this Agreement is married, and each individual party will indemnify each and every other party on account of any causes of actions,

RK

Handwritten initials and marks at the bottom right of the page.

claims or demands made by their respective spouses on account of any of the matters contained in this Agreement and hold each of them harmless therefrom; and

1.6 WHEREAS Zandian has been denied access to the books and financial affairs of the LLC's and the nature and extent of the assets of each of the LLC's since May, 2004, and accordingly has no information concerning the admission of members, the sale of assets of the LLC's, the debts incurred or any financial information whatsoever, all of which is within the knowledge and control of Sadri and Koroghli, but which information will be revealed to Zandian as herein provided; and

1.7 WHEREAS litigation was commenced by Zandian on the 10th day of October, 2005 as Plaintiff who brought suit in the Nevada Eighth Judicial District, Clark County Nevada, against Sadri and Koroghli and the LLC's named herein as Case No. A511131, which litigation resulted in a Judgment in Zandian's favor entered on the 8th day of June, 2007, which Judgment has been appealed and cross-appealed and is presently pending in the Supreme Court of Nevada as Case No. 49924 (jointly "Litigation"); and

1.8 WHEREAS the parties intend that they will, in writing, acknowledge Zandian as a Managing Manager in good standing in each of the LLC's referred to in these Recitals with equal voting rights as Sadri and Koroghli and same rights and benefits he had before May 2004 granted by Operating Agreement of ("Wendover") and (Big Spring Ranch); and

1.9 WHEREAS the parties hereto have a dispute as to the control and ownership of the LLC's identified in Section 1.3 as well as other properties held by them as tenants in common. It is the intention of the parties to this agreement to resolve all outstanding disputes

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between and amongst them that exist as of the date of this Settlement Agreement and Mutual Release. This Agreement is intended as a full and complete compromise of the various disputes between the parties hereto and should serve as a complete resolution thereof.

**2. TERMS OF AGREEMENT**

The parties hereby agree to the following terms and agree to perform any and all acts necessary, including signing necessary documents, to implement the following agreements:

**2.1 Wendover Project, LLC**

2.1.1 The Wendover Operating Agreement dated December 26, 2003 and signed on December 28, 2003, shall remain in full force and effect except as set forth in this Settlement Agreement and Mutual Release;

2.1.2 The acquisition price of the property presently held by Wendover Project, LLC ("Wendover"), shall be reduced by \$3 million to \$12 million, which reflects a withdrawal of the credit given to Zandian for the delivery of the Damen Shipyard stock. Sadri and Koroghli and ("Wendover") disavow any claim to that stock, and Zandian shall be free to pursue that stock from Pico Holdings;

2.1.3 The parties agree that only the Wendover's sale of +/- 32 acres to Peppermill Hotel & Casino is recognized, acknowledged and shall be given full force and effect;

2.1.4 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Wendover. In that regard, the Wendover operating agreement shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managers;

RK [Signature]

[Signature] [Signature] [Signature]



2.1.5 Zandian, Sadri and Koroghli, as managing members, shall each receive one-third (1/3) of the six percent (6%) brokerage fee, which would otherwise be received by Network Realty for any future sales or lease from the Wendover, LLC, excluding the prior sale to Peppermill.

2.1.6 Zandian, Koroghli and Sadri are and will hereinafter be deemed the managing members of Wendover Project LLC, with the right for each to receive one-third (1/3) of fifty percent (50%) of the net profit received from the sale, lease or development of any Wendover Project, LLC property. The net profit shall be calculated as follows:

- a. First priority is the repayment of all members' interests on a pro-rata basis, without interest;
- b. Second priority is repayment of closing costs, property taxes and development expenses related to ("Wendover"), including brokerage commissions;
- c. This will yield the net profit, Fifty Percent (50%) of which shall be distributed to all members, pro-rata on the amount of their investment, and the remaining Fifty Percent (50%) shall be distributed to Zandian, Koroghli and Sadri equally, one-third (1/3) each.

2.1.7 Zandian, Koroghli and Sadri Agreed that since all of ("Wendover") Members benefited from the reduction of ("Wendover") property acquisition costs, all legal fees paid or to be paid related to defend the above Litigation specified in Recital 1.7 shall be paid by Wendover Project LLC to the defense attorneys.

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**2.2 Big Springs Ranch, LLC**

2.2.1 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Big Spring Ranch LLC. In that regard, Big Spring Ranch LLC operating agreement of December 26, 2003 and signed on December 28, 2003 shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managing members;

2.2.2 Proceeds from the sale, lease or other disposition of Big Springs Ranch property or assets shall be as follows:

- a. First priority is repayment of total purchase amount of Two Million Eight Hundred Thousand and 00/100 Cents (\$2,800,000) to be paid to contributors Sadri and Koroghli, Nine Hundred Thousand Dollars and 00/100 Cents (\$900,000) each without interest and other member, One Million Dollars and 00/100 Cents (\$1,000,000) without interest according to their initial investment;
- b. Second priority is to the payment of all property taxes, closing costs or development expenses related to Big Spring Ranch paid by Sadri and/or Koroghli, less any rent collected;
- c. The balance of any proceeds "net profit" shall be paid to Sadri and Zandian equally or Twenty-Six and Sixty Six percent 26.66% each; and to Koroghli Twenty Five Percent (25%); and to other member Twenty Percent (20%) per Unanimous Agreement of all three Managing Members

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signed and agreed with other member dated December 28, 2003 (Mr. Abrishami 20%, Mr. Sadri 26.666%, Mr. Zandian 26.666% and Mr. Koroghli 26.666%) further personal concession of Mr. Koroghli to other member One and Sixty Six Percent (1.66%) which brings the members interest to Twenty One and Sixty Six Percent (21.66%).

**2.3 The Sparks 320 acres**

2.3.1 320 acres of the property presently in Big Springs Ranch, LLC, APN 076-100-19 Washoe County shall be transferred to Zandian, Sadri and Koroghli as tenants in common in equal shares Thirty Three and One Third (33.33%) each;

2.3.2 The proceeds from the sale, lease or other disposition of the Sparks 320 acres shall be as follows:

1. First priority is to repayment of the initial investment of Forty Seven Thousand Five Hundred Dollars and 00/100 Cents (\$47,500) each to Koroghli and Sadri, without interest;
2. Second priority shall be to payment of property taxes, closing costs or any development expenses related to 320 acres paid by Sadri and/or Koroghli without interest;
3. The remaining proceeds shall be distributed equally one-third (1/3) each to Zandian, Koroghli and Sadri.

**2.4 The Pah Rah Property**

2.4.1 The property generally known to the parties as the Pah Rah Property, consisting of 4,485.76 acres in Washoe County with APN Nos. 079-150-09; 079-150-10; 079-150-13;

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084-040-02; 084-040-04; 084-040-06; 084-040-10; 084-130-07 and 084-140-17 is and shall remain owned by Zandian, Sadri and Koroghli equally as tenants in common.

2.4.2 On or before August 6, 2008, Koroghli shall pay Sadri the amount of Four Hundred Thousand Dollars and 00/100 Cents (\$400,000.00).

2.4.3 The proceeds from any sale of the Pah Rah Property shall be as follows:

- a. First priority is to pay Six Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and 67/100 Cents (\$666,666.67) to Sadri without interest and Three Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars and 33/100 Cents (\$333,333.33) paid to Koroghli without interest;
- b. Second priority is repayment of any property taxes, closing costs, development costs or expenses (excluding foreclosure costs) paid by Sadri and/or Koroghli or to be paid by mutual unanimous agreement without interest;
- c. The remaining proceeds shall be distributed Thirty Two and One Half Percent (32.5%) to Zandian, Thirty Five Percent (35%) to Sadri and Thirty Two and One Half Percent (32.5%) to Koroghli.

2.4.4 The Promissory Note of August 3, 2003, in the amount of +/- \$333,956 by Zandian to Sadri and related deed of trust shall be and is hereby cancelled, void and satisfied in full.

2.5 The bond of \$250,000.00 posted by ("Wendover") in the Litigation shall be released and that amount paid to Zandian's attorney John Peter Lee, Ltd. on or before June 24, 2008 as full and complete satisfaction of the judgment and all legal costs owed by Zandian to John Peter Lee, Ltd. in all cases. Zandian shall therefore record a satisfaction of judgment.

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2.6 Zandian has recorded a lis pendens against all properties identified in this Settlement Agreement and shall file a release of lis pendens against all said properties.

2.7 Zandian shall dismiss the Litigation with prejudice.

2.8 Sadri and Koroghli shall within 30 days of this Agreement but not later than July 31, 2008 provide to Zandian the following documentation relating to Wendover Project, LLC and Big Springs Ranch, LLC:

1. Profit, loss and balance sheet after May, 2004 to present;
2. Any written contracts for each under which any asset of the LLC is subject to sale or encumbrance;
3. Records reflecting all income and disbursements from any bank, including Bank of America and/or First National Bank, including the proceeds of the Peppermill sale and rent or lease payments;
4. An acknowledgement by Sadri and Koroghli that each of the aforementioned documents is true and correct of what it purports to be;
5. all records to be provided above shall be given to each individual party to this Agreement and shall be reviewed by each of them and must be approved, confirmed and accepted by majority of two of three Managing Members parties hereto;
6. Sadri and Koroghli shall amend the list of Members and must file the new list with Secretary of State and introduce Zandian's name and shall introduce Zandian's signature to the Banks.

2.9 Subject to the obligations set forth in this Settlement Agreement and Mutual Release, Sadri, Koroghli and Zandian hereby release each other, their past and present

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employees, agents, insurers, attorneys, corporations and any other representatives from any and all claims, demands, debts, liabilities, damages, causes of action of whatever kind or nature, which are known or unknown as of the date of this Settlement Agreement and Mutual Release.

**3. ATTORNEYS= FEES**

If any legal action or other proceeding is brought by any of the parties hereto to enforce this Settlement Agreement or to recover damages or equitable relief for a breach or threatened breach thereof, the prevailing party shall recover its costs, expert witness fees, consulting fees and reasonable attorneys= fees incurred in such action or proceeding, which amount shall be determined by the Court and not a jury.

**4. ENTIRE AGREEMENT**

All prior or contemporaneous understandings or agreements between the parties are merged into this Settlement Agreement, and it alone expresses the agreement of the parties. This Settlement Agreement may be modified only in writing, signed by all the parties hereto, and no term or provision may be waived except by such writing. There are no other agreements or representations, express or implied, either oral or in writing, between the parties concerning the subject matter of this Settlement Agreement, except as specifically set forth in this Settlement Agreement. The parties have been represented by counsel in connection with the preparation of this Settlement Agreement.

**5. APPLICABLE LAW**

This Settlement Agreement was drafted through the joint efforts of the parties through counsel, and shall not be read for or against any party to this Agreement on that account. This Settlement Agreement is intended to be enforced according to its written terms under the laws of the State of Nevada. There are no promises, or agreements or expectations of the parties unless otherwise

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stated in this Settlement Agreement. Venue for any action should be exclusively in the State of Nevada and Nevada Eighth Judicial District, Clark County Nevada.

**When fully executed, this Agreement, by stipulation shall be presented to the District Court, Clark County, Nevada which entered a judgment in this matter described in this Agreement. The Stipulation shall request that the court approve the terms and conditions of this Agreement and order the parties to comply with the terms and provisions thereof, and in order to do so retain jurisdiction over the cause and the parties in Case No. A511131 entitled Zandian et al. v. Sadri & Koroghli , et al.**

**6. BENEFIT**

This Settlement Agreement shall be binding upon and inure to the benefit of the parties, and each of them, their successors, assigns, personal representatives, agents, employees, directors, officers and servants; Sadri and Koroghli Agreed that Zandian may transfer his rights to his own family trust.

**7. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each counterpart executed by any of the undersigned together with all other counterparts so executed shall constitute a single instrument and agreement of the undersigned. Facsimile copies hereof and facsimile signatures hereon shall have the same force and effect as originals.

**8. MUTUAL WARRANTIES**

Each party to this Settlement Agreement warrants and represents to the other that they have not assigned or transferred to any person not a party hereto any claim or other released matter, or any part or portion thereof, and that each party has the authority to sign this Settlement

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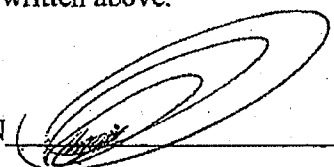

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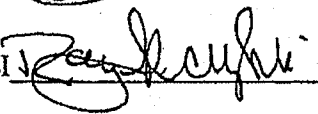

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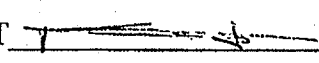
Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

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


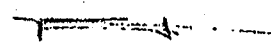
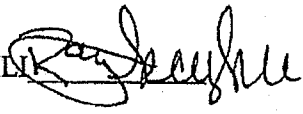
REZA ZANDIAN  WIFE 

RAY KOROGHLI  WIFE 

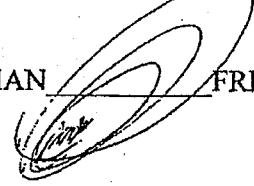
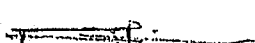
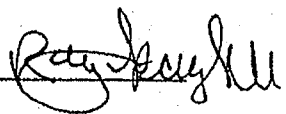
FRED SADRI  WIFE 

STAR LIVING TRUST  "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

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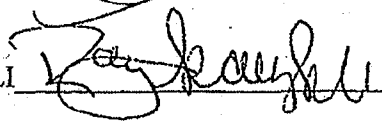
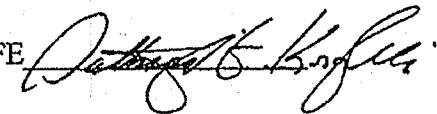


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Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

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

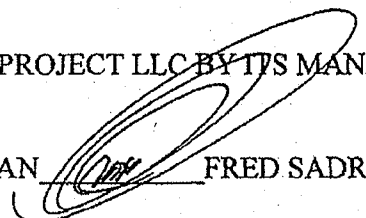
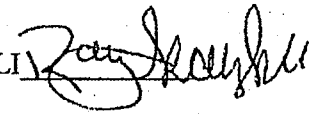
REZA ZANDIAN  WIFE \_\_\_\_\_

RAY KOROGHLI  WIFE 

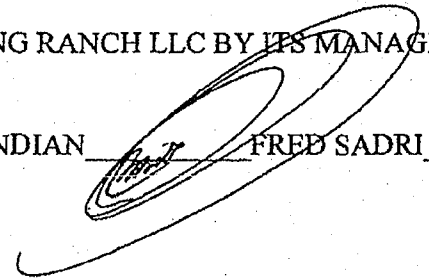
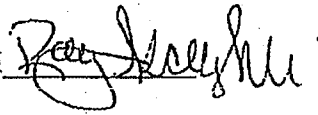
FRED SADRI \_\_\_\_\_ WIFE \_\_\_\_\_

STAR LIVING TRUST \_\_\_\_\_ "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI \_\_\_\_\_ RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI \_\_\_\_\_ RAY KOROGHLI 

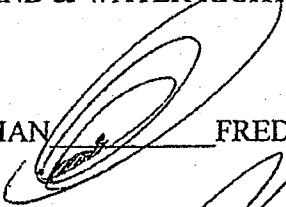
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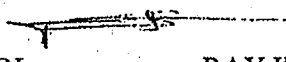
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NEVADA LAND & WATER RIGHTS LLC BY ITS MANAGING MEMBERS:

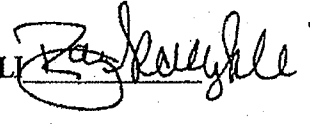
REZA ZANDIAN



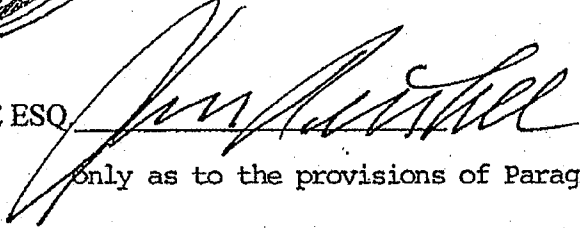
FRED SADRI



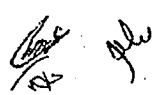
RAY KOROGHLI



JOHN PETER LEE ESQ



only as to the provisions of Paragraph 2.5 above



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NOTICES


Pursuant to this Settlement Agreement dated June 17, 2008, all notices are to be sent to the following mailing addresses via certified mail:

To: Mr. Fred Sadri & Star Living Trust  
2827 South Monte Cristo Way  
Las Vegas, NV 89117

To: Mr. Reza Zandian  
8775 Coasta Verde Blvd., No. 501  
San Diego, CA 92122

To: Mr. Ray Koroghli  
3055 Via Sarafina Drive  
Henderson, NV 89052


ACKNOWLEDGED BY:

FRED SADRI  



Date  
6/19/08

REZA ZANDIAN

Date

  
RAY KOROGHLI

6-19-08  
Date

  
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NOTICES

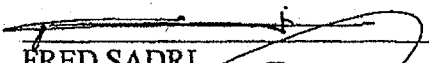
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8775 Coasta Verde Blvd., No. 501  
San Diego, CA 92122

To: Mr. Ray Koroghli  
3055 Via Sarafina Drive  
Henderson, NV 89052

ACKNOWLEDGED BY:

  
FRED SADRI

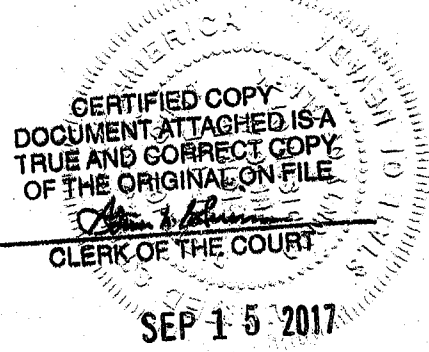
JUNE 29 2008  
Date

  
REZA ZANDIAN

6/19/08  
Date

  
RAY KOROGHLI

6-19-08  
Date



1 Adam McMillen  
Nevada Bar No. 10678  
2 [amcmillen@bhfs.com](mailto:amcmillen@bhfs.com)  
BROWNSTEIN HYATT FARBER SCHRECK, LLP  
3 5371 Kietzke Lane  
Reno, NV 89511  
4 Telephone: 775.324.4100  
Facsimile: 775.333.8171

5 Attorneys for JED MARGOLIN  
6  
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8 **IN THE UNITED STATES BANKRUPTCY COURT**  
9 **FOR THE DISTRICT OF NEVADA**

10  
11 In Re JAZI GHOLAMREZA ZANDIAN,  
12 Debtor.

Case No. BK-N-16-50644-BTB

Adversary No. 17-05016-BTB

13 FRED SADRI, AS TRUSTEE FOR THE  
14 STAR LIVING TRUST, DATED APRIL  
15 14, 1997; RAY KOROGHLI AND  
SATHSOWI T. KOROGHLI, AS  
16 MANAGING TRUSTEES FOR  
KOROGHLI MANAGEMENT TRUST,

**ANSWER AND AFFIRMATIVE DEFENSES  
OF JED MARGOLIN TO THE ADVERSARY  
COMPLAINT AND DEMAND FOR JURY  
TRIAL**

17 Plaintiffs,

18 v.

19 JED MARGOLIN; JAZI GHOLAMREZA  
20 ZANDIAN; and all other parties claiming  
an interest in real properties described in  
this action,

21 Defendants.

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23 Defendant Jed Margolin, by and through his counsel of record, Adam McMillen, hereby  
24 responds to the complaint as follows:

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BROWNSTEIN HYATT FARBER SCHRECK, LLP  
5371 Kietzke Lane  
Reno, NV 89511  
775.324.4100

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**ANSWER**

Answering the numbered paragraphs of the Complaint, Jed Margolin states as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Defendant denies the allegations contained in paragraph 1 of the complaint.
2. Defendant admits that jurisdiction is proper.
3. Defendant consents to entry of a final order or judgment by the Bankruptcy Court.
4. Defendant denies the allegations contained in paragraph 4 of the complaint.
5. Defendant admits that venue is proper.
6. Defendant lacks knowledge that Sadri is a resident of Clark County, Nevada, and lacks knowledge as to Sadri’s status as a trustee of any trust, and therefore Defendant denies any such allegations; further, Defendant denies SLT is a legal owner of the Property.
7. Defendant lacks knowledge that the Koroghli’s are residents of Clark County, Nevada, and lacks knowledge as to their status as trustees of any trust, and therefore Defendant denies any such allegations; further, Defendant denies KMT is a legal owner of the Property.
8. Defendant lacks knowledge regarding Zandian’s residency status as he has maintained addresses all around the world, including in Nevada and California, and therefore denies the allegations regarding the same; Defendant admits that Zandian at one time had ownership interests in the Property but through the default judgment, Defendant now owns or is entitled to all of Zandian’s rights to the Property, and Defendant denies the remaining allegations; Defendant admits that Zandian has used multiple aliases.
9. Defendant denies residing in Clark County, Nevada; Defendant admits he is the sole owner of Parcels 2, 4 and 8 of the Property pursuant to the Sheriff’s deeds upon sale recorded against each parcel.

BROWNSTEIN HYATT FARBER SCHRECK, LLP  
5371 Kietzke Lane  
Reno, NV 89511  
775.324.4100

**GENERAL ALLEGATIONS**

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10. Defendant admits that such a document (Number 2900592) appears to have been recorded with the Washoe County Recorder; Defendant lacks knowledge and therefore denies the remaining allegations contained in paragraph 10 of the complaint.

11. Defendant admits that such a document (Number 2900592) appears to have been recorded with the Washoe County Recorder; Defendant lacks knowledge and therefore denies the remaining allegations contained in paragraph 11 of the complaint.

12. Defendant admits that such a document (Number 2900593) appears to have been recorded with the Washoe County Recorder; Defendant lacks knowledge and therefore denies the remaining allegations contained in paragraph 12 of the complaint.

13. Defendant admits that such a civil action appears to have occurred; Defendant lacks knowledge and therefore denies the remaining allegations contained in paragraph 13 of the complaint.

14. Defendant lacks knowledge and therefore denies the allegations contained in paragraph 14 of the complaint.

15. Defendant admits this happened and adds that the *Judgment Confirming Arbitration Award* was recorded in Washoe County on June 22, 2007, Document #3547263.

16. Defendant lacks knowledge and therefore denies the allegations contained in paragraph 16 of the complaint.

17. Defendant lacks knowledge and therefore denies the allegations contained in paragraph 17 of the complaint.

18. Defendant lacks knowledge and therefore denies the allegations contained in paragraph 18 of the complaint.

**BROWNSTEIN HYATT FARBER SCHRECK, LLP**  
5371 Kietzke Lane  
Reno, NV 89511  
775.324.4100

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- 19. Defendant admits that such a document (Number 3758659) appears to have been recorded with the Washoe County Recorder; Defendant lacks knowledge and therefore denies the remaining allegations contained in paragraph 19 of the complaint.
- 20. Defendant admits the allegations contained in paragraph 20 of the complaint.
- 21. Defendant admits the allegations contained in paragraph 21 of the complaint.
- 22. Admit; however Defendant lacks knowledge if Plaintiffs assisted Zandian in that action and therefore denies any such allegation.
- 23. Defendant denies the allegations contained in paragraph 23 of the complaint; the Default Judgment was recorded in Washoe County, Document 4269631, recorded August 16, 2013.
- 24. Defendant denies the allegations contained in paragraph 24 of the complaint.
- 25. Defendant admits the allegations contained in paragraph 25 of the complaint.
- 26. Defendant admits the allegations contained in paragraph 26 of the complaint.
- 27. Defendant admits the allegations contained in paragraph 27 of the complaint.
- 28. Defendant admits the allegations contained in paragraph 28 of the complaint.
- 29. Defendant admits the allegations contained in paragraph 29 of the complaint.
- 30. Defendant admits the allegations contained in paragraph 30 of the complaint.
- 31. Defendant admits the allegations contained in paragraph 31 of the complaint.
- 32. Cannot admit or deny as it appears to be a statement of law.
- 33. Defendant denies the allegations contained in paragraph 33 of the complaint.
- 34. Defendant denies the allegations contained in paragraph 34 of the complaint.
- 35. Defendant denies the allegations contained in paragraph 35 of the complaint.
- 36. Defendant denies the allegations contained in paragraph 36 of the complaint.
- 37. Defendant denies the allegations contained in paragraph 37 of the complaint.



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1 38. Defendant denies the allegations contained in paragraph 38 of the complaint.

2 39. Defendant denies the allegations contained in paragraph 39 of the complaint.

3 40. Defendant denies the allegations contained in paragraph 40 of the complaint.

4 41. Cannot admit or deny as it appears to be a statement of law.

5 42. Defendant admits the allegations contained in paragraph 42 of the complaint.

6 43. Defendant denies the allegations contained in paragraph 43 of the complaint.

7 44. Defendant denies the allegations contained in paragraph 44 of the complaint.

8 45. Defendant denies the allegations contained in paragraph 45 of the complaint.

9 46. Defendant denies the allegations contained in paragraph 46 of the complaint.

10 47. Defendant denies the allegations contained in paragraph 47 of the complaint.

11  
12 **FIRST CAUSE OF ACTION**  
13 **(Quiet Title/Declaratory Relief Pursuant to 28 U.S.C. § 2201, NRS 30.010 et seq., and**  
14 **NRS 40.010 et seq. versus all Defendants)**

15 48. Paragraph 48 is an incorporation paragraph that is neither admitted nor denied.

16 49. Defendant admits this Court has the power to declare the rights of Defendant to the  
17 property in question; Defendant denies the remaining allegations.

18 50. Defendant denies the allegations of paragraph 50 of the complaint.

19 51. Defendant denies the allegations of paragraph 51 of the complaint.

20 52. Defendant denies the allegations of paragraph 52 of the complaint as Defendant's  
21 ownership is not adverse to Plaintiffs' interest.

22 53. Defendant denies the allegations of paragraph 53 of the complaint.

23 54. Defendant denies the allegations of paragraph 54 of the complaint.

24 55. Defendant denies the allegations of paragraph 55 of the complaint.

25 56. Defendant denies the allegations of paragraph 56 of the complaint.

26 57. Defendant admits the issue is ripe for judicial determination.  
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58. Defendant denies the allegations of paragraph 58 of the complaint.

59. Defendant denies the allegations of paragraph 59 of the complaint.

60. Defendant denies the allegations of paragraph 60 of the complaint.

61. Defendant denies the allegations of paragraph 61 of the complaint.

62. Defendant denies the allegations of paragraph 62 of the complaint.

**SECOND CAUSE OF ACTION**  
**(Permanent and Preliminary Injunction versus All Defendants)**

63. Paragraph 63 is an incorporation paragraph that is neither admitted nor denied.

64. Defendant denies the allegations of paragraph 64 of the complaint.

65. Defendant denies the allegations of paragraph 65 of the complaint.

66. Defendant denies the allegations of paragraph 66 of the complaint.

67. Defendant denies the allegations of paragraph 67 of the complaint.

68. Defendant denies the allegations of paragraph 68 of the complaint.

69. Defendant denies the allegations of paragraph 69 of the complaint.

70. Defendant denies the allegations of paragraph 70 of the complaint.

**THIRD CAUSE OF ACTION**  
**(Unjust Enrichment versus All Defendants)**

71. Paragraph 71 is an incorporation paragraph that is neither admitted nor denied.

72. Defendant denies the allegations of paragraph 72 of the complaint.

73. Defendant denies the allegations of paragraph 73 of the complaint.

74. Defendant denies the allegations of paragraph 74 of the complaint.

75. Defendant denies the allegations of paragraph 75 of the complaint.

76. Defendant denies the allegations of paragraph 76 of the complaint.

77. Defendant denies the allegations of paragraph 77 of the complaint.

78. Defendant denies the allegations of paragraph 78 of the complaint.

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**AFFIRMATIVE DEFENSES**

Defendant asserts the following affirmative defenses, reserving the right to assert additional defenses when and if they become appropriate.

**First Affirmative Defense**

To the extent applicable, Defendant hereby incorporates by reference all affirmative defenses set forth in Rule 8(c) of the Federal Rules of Civil Procedure, made applicable to this Adversary Proceeding pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure.

**Second Affirmative Defense**

The complaint fails to state a claim upon which relief can be granted.

**Third Affirmative Defense**

The complaint and its claim for relief therein, are barred by the doctrine of estoppel.

**Fourth Affirmative Defense**

Plaintiffs, by their own conduct or the conduct of their predecessors in interest, have waived their claims asserted in the complaint.

**Fifth Affirmative Defense**

The causes of action in the complaint are barred, in whole or in part, because they are not supported by the material facts necessary to establish the claims.

**Sixth Affirmative Defense**

Defendant reserves the right to amend its answer to correct and add defenses as further information regarding the Plaintiffs' claims becomes available to it through the course of discovery or otherwise.

WHEREFORE, Defendant, having answered the complaint, prays that the same be dismissed and the Plaintiff take nothing thereby, and that Defendant be awarded reasonable costs and attorney fees in defending the same as allowed by law. Further, Defendant prays for

1 judgment against Plaintiffs declaring Defendant as the sole title owner of the property in question.

2 DATED: June 29, 2017.

BROWNSTEIN HYATT FARBER SCHRECK, LLP

3  
4 /s/ Adam P. McMillen

Adam P. McMillen, Esq.

Nevada Bar No. 10678

5371 Kietzke Lane

Reno, Nevada 89511

*Attorneys for Defendant Jed Margolin*

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**CERTIFICATE OF SERVICE**

Pursuant to Fed. R. Civ. P. 5(b), I certify that I am an employee of BROWNSTEIN HYATT FARBER SCHRECK, LLP, and on this 29<sup>th</sup> day of June, 2017, I served the document entitled **ANSWER AND AFFIRMATIVE DEFENSES OF JED MARGOLIN TO THE ADVERSARY COMPLAINT AND DEMAND FOR JURY TRIAL** on the parties listed below via the following:

Dana Jonathon Nitz, Esq.  
Yanxiong Li, Esq.  
7785 W. Sahara Ave., Suite 200  
Las Vegas, NV 89117  
Attorneys for *Plaintiffs*  
*Fred Sadri, as Trustee for The Star Living Trust, dated April 14, 1997; Ray Koroghli and Sathsowi T. Koroghli, as Managing Trustees for Koroghli Management Trust*

**VIA FIRST CLASS U.S. MAIL:** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Reno, Nevada for delivery to the foregoing.

/s/ Jeff Tillison  
Employee of Brownstein Hyatt  
Farber Schreck, LLP

15787330

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Telephone: 775.324.4100  
6 Facsimile: 775.333.8171  
Attorneys for JED MARGOLIN

7  
8 **IN THE UNITED STATES BANKRUPTCY COURT**  
9 **FOR THE DISTRICT OF NEVADA**

10 In Re JAZI GHOLAMREZA ZANDIAN,

11 Debtor.

12 \_\_\_\_\_ /  
13 FRED SADRI, AS TRUSTEE FOR THE  
STAR LIVING TRUST, DATED APRIL 14,  
14 1997; RAY KOROGHLI AND SATHSOWI  
T. KOROGHLI, AS MANAGING  
15 TRUSTEES FOR KOROGHLI  
MANAGEMENT TRUST,

16 Plaintiffs,

17 v.

18 JED MARGOLIN; JAZI GHOLAMREZA  
ZANDIAN; and all other parties claiming an  
19 interest in real properties described in this  
action,

20 Defendants.

21 PATRICK CANET,

22 Counterclaimant,

23 v.

24 FRED SADRI, INDIVIDUALLY AND AS  
TRUSTEE FOR THE STAR LIVING  
TRUST; RAY KOROGHLI,  
25 INDIVIDUALLY; RAY KOROGHLI AND  
SATHSOWI T. KOROGHLI, AS  
26 MANAGING TRUSTEES FOR  
KOROGHLI MANAGEMENT TRUST,

27 Counter-Defendants.  
28 \_\_\_\_\_ /

Case No. BK-N-16-50644-BTB

Adversary No. 17-05016-BTB

**RESPONSE OF DEFENDANT AND CROSS-  
DEFENDANT JED MARGOLIN TO  
PLAINTIFFS' FIRST SET OF  
REQUESTS FOR ADMISSIONS**

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1 PATRICK CANET,  
2  
3 Cross-Claimant,  
4 v.  
5 JED MARGOLIN,  
6 Cross-Defendant.

7 TO: Plaintiffs and their attorneys of record:

8 Defendant and Cross-Defendant JED MARGOLIN, hereinafter referred to as  
9 (“Margolin”), by and through counsel, hereby responds to Plaintiffs’ First Set of Requests for  
10 Admissions to Jed Margolin.  
11

12 **GENERAL OBJECTIONS AND RESPONSE**

13 Margolin asserts and incorporates the following general objections as to each and every  
14 Request, whether or not they are repeated as to any specific Request below.  
15

16 Margolin objects to the Requests to the extent they seek information or documents that  
17 are protected from disclosure by any privilege or immunity, including the attorney-client  
18 privilege, the work product doctrine, or any other privilege, doctrine or immunity available by  
19 law. To the extent the Requests can be construed to seek privileged or protected documents or  
20 information, Margolin asserts said privilege or protection, objects to the request, and will  
21 provide only non-privileged, non-protected documents or information, if any. Any inadvertent  
22 disclosure of any privileged information shall not be deemed or construed as a waiver of any  
23 privilege or right of Margolin.  
24

25 1. In responding to the Requests, Margolin does not waive, nor intend to waive,  
26 any privilege or objection, including but not limited to, any objection to relevancy, materiality,  
27 or admissibility of any of its responses or the subject matter addressed therein. No incidental  
28



1 or implied admissions are intended by the responses. The fact that Margolin has answered part  
2 or all of any request contained in these Requests is not intended to be, and shall not be  
3 construed as, a waiver by Margolin of any part of any objection to any Requests.

4 2. Margolin objects to the Requests to the extent they seek information that is  
5 neither relevant to the parties' claims or defenses in the pending action, nor reasonably  
6 calculated to lead to the discovery of admissible evidence.

7 3. Margolin objects to the Requests to the extent that they seek to impose duties or  
8 burdens on him that are inconsistent with or in addition to those required by the Federal Rules of  
9 Civil Procedure (the "Rules"). To the extent there is any inconsistency between a particular  
10 request and the Rules, Margolin will comply with the Rules. Margolin specifically objects to  
11 the Requests to the extent they seek discovery beyond the scope permitted by the Rules,  
12 including but not limited to, the extent that what is sought is not both relevant to the actual  
13 claims and defenses in the Lawsuit and proportional to the needs of the case as measured by the  
14 factors set forth in the Rules.  
15

16 4. Margolin objects to the Requests to the extent they are vague, ambiguous, overly  
17 broad, not appropriately limited in temporal scope, unreasonably cumulative or duplicative, or  
18 to the extent that compliance with the Requests would be unduly burdensome or oppressive.  
19

20 5. Margolin objects to the Requests to the extent that they seek materials or  
21 information already known to or in the possession of Plaintiffs. Margolin objects to each  
22 Request to the extent it seeks electronically stored information from sources that are not  
23 reasonably accessible because of undue burden or cost.  
24

25 6. Margolin objects to each Request to the extent that it contains express or implied  
26 assumptions of fact or law with respect to matters at issue in this action. Margolin's responses  
27  
28



1 and objections to the Requests are not intended to, and shall not, be construed as an agreement  
2 by Margolin with Plaintiffs' characterization of any facts.

3 7. All of Margolin's responses to these Requests are based upon information  
4 currently available after a reasonable, good faith investigation. Margolin objects to these  
5 Requests to the extent that discovery is ongoing and it is likely that some facts are not yet  
6 known to Margolin. Margolin expressly reserves his right to supplement and amend these  
7 responses and objections as discovery proceeds.

8 8. Margolin objects to the Requests to the extent that the Requests seek documents  
9 that are confidential or contain Margolin's proprietary information. Discovery activity in this  
10 case does involve production of certain confidential or proprietary information for which special  
11 protection from public disclosure and from use for any purpose other than prosecuting this  
12 litigation is warranted. Margolin will designate as "CONFIDENTIAL" or "CONFIDENTIAL –  
13 ATTORNEY EYES ONLY" under those documents he produces that contain confidential or  
14 proprietary information.

15 9. Margolin's decision to provide a Response notwithstanding the objectionable  
16 nature of the Request should not be construed as: (a) an admission that the material is relevant;  
17 (b) a waiver of the General Objections or the objections asserted in response to the specific  
18 Request; or (c) an agreement that Requests for similar information will be treated in a similar  
19 manner. Margolin reserves the right to assert additional objections to the Requests as  
20 appropriate. Margolin specifically reserves all objections as to the competency, relevancy,  
21 materiality, and admissibility of their Response or the subject matter thereof, all objections as to  
22 burden, vagueness, over breadth and ambiguity, and all rights to object on any ground to the use  
23 of any Response, or the subject matter thereof, in any proceedings, including without limitation  
24 the trial of this, or any other, action.  
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1 Subject to the foregoing objections, and the more specific objections set forth below,  
2 Margolin responds and objects as follows:

3 **REQUESTS FOR ADMISSIONS**

4  
5 **REQUEST FOR ADMISSION NO. 1:**

6 Admit that none of the JCAA did not convey any interest to Zandian.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

8 Objection, vague and ambiguous. The request is phrased in an incomprehensible or in a  
9 double negative fashion, thereby rendering it unintelligible. Because the request cannot properly  
10 be understood, Margolin must deny the same.

11 **REQUEST FOR ADMISSION NO. 2:**

12 Admit that none of the Quitclaim Deed attached to the JCAA appear in executed form on  
13 title to the Property.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

15 Objection, vague and ambiguous. The request is phrased in an incomprehensible fashion  
16 by using the term “none” and not providing definition to the terms “in executed form” or “on title  
17 to the Property.” Because the request cannot properly be understood, Margolin must deny the  
18 same.

19 **REQUEST FOR ADMISSION NO. 3:**

20 Admit that YOU did not record any Affidavit of Judgment required under NRS 17.150(4)  
21 with the Washoe Default Judgment.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

23 Objection, the request is not reasonably likely to lead to the discovery of admissible  
24 evidence, and is therefore denied.

25 Objection, the request misstates the law when it implies that an affidavit pursuant to NRS  
26 17.150(4) is required for a lien to be valid. NRS 17.150(2) states that a “transcript of the original  
27  
28

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1 docket or an abstract or copy of any judgment or decree of a district court of the State of Nevada  
2 or the District Court or court of the United States in and for the District of Nevada, the  
3 enforcement of which has not been stayed on appeal, certified by the clerk of the court where the  
4 judgment or decree was rendered, may be recorded in the office of the county recorder in any  
5 county, *and when so recorded it becomes a lien upon all the real property of the judgment*  
6 *debtor not exempt from the execution in that county*, owned by the judgment debtor at the time,  
7 or which the judgment debtor may afterward acquire, until the lien expires.” (emphasis added).  
8 In other words, NRS 17.150(2) makes clear that the lien comes into existence upon the  
9 recordation of the judgment. This conclusion is supported by case law interpreting NRS  
10 17.150(2). See *Leven v. Frey*, 123 Nev. 399, 403, 168 P.3d 712, 715 (2007) (“NRS 17.150(2)  
11 creates a lien on a debtor’s real property in a particular county when a judgment is recorded in  
12 that county”).

13 “It is the duty of [a] court, when possible, to interpret provisions within a common  
14 statutory scheme to avoid unreasonable or absurd results, thereby giving effect to the  
15 Legislature’s intent.” *S. Nevada Homebuilders Ass’n v. Clark Cty*, 121 Nev. 446, 449, 117 P.2d  
16 171, 173 (2005). Interpreting NRS 17.150(4) to be a requirement for the existence of a lien  
17 would render the above-emphasized language of NRS 17.150(2) nugatory. NRS 17.150(2) can  
18 only be harmonized with NRS 17.150(4) if the failure to record the affidavit referred to in NRS  
19 17.150(4) has some other consequence beyond “nullifying” the lien automatically created by the  
20 plain language of NRS 17.150(2) by merely recording the judgment.

21 Therefore, since Request for Admission No. 3 is phrased in a way which misstates the  
22 law, it is denied.

23 **REQUEST FOR ADMISSION NO. 4:**

24  
25 Admit that YOU did not send any notice of the Execution Sale to Plaintiff Star Living  
26 Trust.

27 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

28 Objection, the request is not reasonably likely to lead to the discovery of admissible

1 evidence. There is no requirement for a notice of execution sale to have been sent to Plaintiff Star  
2 Living Trust. Without waiving the objection, no notice of the Execution Sale was sent to Plaintiff  
3 Star Living Trust.

4 **REQUEST FOR ADMISSION NO. 5:**

5  
6 Admit that YOU did not send any notice of the Execution Sale to Plaintiff Koroghli  
7 Management Trust.

8 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

9 Objection, the request is not reasonably likely to lead to the discovery of admissible  
10 evidence. There is no requirement for a notice of execution sale to have been sent to Plaintiff  
11 Koroghli Management Trust. Without waiving the objection, no notice of the Execution Sale was  
12 sent to Plaintiff Koroghli Management Trust.

13 **REQUEST FOR ADMISSION NO. 6:**

14 Admit that at the time of the Execution Sale, YOU were a professional real estate investor  
15 who routinely purchased properties at such judgment execution sales conducted by YOU or  
16 others.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

18 Objection, vague and ambiguous. "Professional real estate investor," "routinely  
19 purchased properties," and "such judgement execution sales" are vague and ambiguous. Denied.

20 **REQUEST FOR ADMISSION NO. 7:**

21  
22 Admit that YOU had notice of the Clark Stipulated Judgment knowledge at the time you  
23 recorded the Clark Default Judgment.

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

25 Objection, vague and ambiguous. The request is vague and ambiguous because it uses the  
26 term "notice of the Clark Stipulated Judgment knowledge," which is unintelligible. As such the  
27 request is denied.

28

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1 **REQUEST FOR ADMISSION NO. 8:**

2  
3 Admit that YOU had notice of the Quitclaim Deed at the time you recorded the Washoe  
4 Default Judgment.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

6 Objection, vague and ambiguous. The timing of notice in the request is vague and  
7 ambiguous. Because the request is vague and ambiguous, it must be denied.

8 **REQUEST FOR ADMISSION NO. 9:**

9 Admit that YOU had knowledge prior to the Execution Sale that YOU would obtain only  
10 Zandian's one-third undivided ownership interest in the Property.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

12 Objection, calls for a legal conclusion. Without waiving said objection, Denied.

13 **REQUEST FOR ADMISSION NO. 10:**

14  
15 Admit that YOU routinely obtain information from title companies regarding Property  
16 prior to the Execution Sale.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

18 Objection, vague and ambiguous. The request is unintelligible as stating as an assumption  
19 that something is regularly done, but only referring to an event on one specific date (April 3,  
20 2015) regarding the Property. Such a contention is *nonsequitur*. As such, Margolin denies the  
21 request.

22 **REQUEST FOR ADMISSION NO. 11:**

23 Admit that YOU contacted a title insurance company regarding marketable title for the  
24 Property.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:**

26 Objection, the term "regarding marketable title" is not defined and therefore is vague and  
27 ambiguous. Black's Law Dictionary, *Marketable Title*, 970-71(6<sup>th</sup> ed 1990) defines "marketable  
28

1 title” as:

2 A title which is free from encumbrances and ay reasonable doubt as to its validity, and  
3 such as a reasonably intelligent person, who is well informed as to facts and their legal  
4 bearings, and ready and willing to perform his contract, would be willing to accept in  
5 exercise of ordinary business prudence.... Such a title as is free from reasonable doubt in  
6 law and in fact; not merely a title valid in fact, but one which readily can be sold or  
7 mortgaged to a reasonably prudent purchaser or mortgagee; one acceptable to a reasonable  
8 purchaser, informed as to the facts and their legal meaning, willing to perform his  
9 contract, in the exercise of that prudence which businessmen usually bring to bear on such  
10 transactions; one under which a purchaser may have quiet and peaceful enjoyment of the  
11 property; one that is free from material defects, or grave doubts, and reasonably free from  
12 litigation....

13 Because the term “regarding” is not defined, the request is unintelligibly vague and  
14 ambiguous. It can be construed as a request being made to a title insurance company for a policy  
15 of insurance assuring that title to the Property is vested in a particular individual or individuals; it  
16 can be construed as an inquiry to a title insurance company about what “marketable title” means;  
17 it can be construed as an inquiry to a title insurance company about what services can be offered  
18 with regard to investigating “marketable title” of the Property; it can be construed in other ways  
19 as well.

20 Because the request is impermissibly vague and ambiguous, it is objected to on that basis  
21 and therefore denied.

22 **REQUEST FOR ADMISSION NO. 12:**

23 Admit that YOU were the only bidder to bid on the Property at the Execution Sale.

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:**

25 Admitted.

26 **REQUEST FOR ADMISSION NO. 13:**

27 Admit that, at the time of the Execution Sale, the auctioneer did not indicate the Property  
28 was sold free and clear of any co-ownership claim or interest.

**RESPONSE TO REQUEST FOR ADMISSION NO. 13:**

Objection, the Margolin is without sufficient information to either admit or deny the  
request because the Margolin was not personally present at the Execution Sale, and therefore has

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1 no knowledge of what the auctioneer said or did not say, and on this basis the request is denied.

2 **REQUEST FOR ADMISSION NO. 14:**

3  
4 Admit that YOU have no personal knowledge regarding whether the Sheriff sent any  
5 notice to Plaintiff Star Living Trust.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:**

7 Admit.

8 **REQUEST FOR ADMISSION NO. 15:**

9 Admit that YOU have no personal knowledge regarding whether the Sheriff sent any  
10 notice to Plaintiff Koroghli Management Trust.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:**

12 Admit.

13 **REQUEST FOR ADMISSION NO. 16:**

14 Admit that the deed YOU received as a result of the Execution Sale was made expressly  
15 without warranty as to title.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 16:**

17 Objection, calls for a legal conclusion. Without waiving such objection, denied.

18  
19  
20 **REQUEST FOR ADMISSION NO. 17:**

21 Admit that the purchase price at the Execution Sale was less than 20% of the fair market  
22 value of the Property at the time of that sale.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 17:**

24 Denied.

25 **REQUEST FOR ADMISSION NO. 18:**

26 Admit that YOU have received income from YOUR interest in the Property.  
27  
28



1 **RESPONSE TO REQUEST FOR ADMISSION NO. 18:**

2 Denied.

3 **REQUEST FOR ADMISSION NO. 19:**

4  
5 Admit that YOU have no evidence that Plaintiffs were notified of the Execution Sale prior  
6 to that sale.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 19:**

8 Objection, the form of the request is not a proper request for admission pursuant to Rule  
9 36, Federal Rules of Civil Procedure which authorizes a request to admit “the truth of any matters  
10 within the scope of Rule 26(b)(1) relating to: (A) facts, the application of law to fact, or opinions  
11 about either, and (B) the genuineness of any described documents.” A request challenging a party  
12 to admit it has “no evidence” is not a proper request to admit a fact, the application of law to fact,  
13 or opinions about either. The request is not an effort to obtain an admission of facts which are not  
14 in dispute.

15 Objection, to this request as it is argumentative, misstates facts, and assumes facts not in  
16 evidence.

17 Objection, the request asks the Margolin to state what the Plaintiffs knew during an  
18 unspecified period of time, such a request calls for speculation.

19 DATED: This 2<sup>nd</sup> day of January, 2018.

20  
21 BROWNSTEIN HYATT FARBER SCHRECK, LLP

22   
23 Matthew D. Francis  
24 Nevada Bar No. 6978  
25 Arthur A. Zorio  
26 Nevada Bar No. 6547  
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*Attorneys for JED MARGOLIN*



**CERTIFICATE OF SERVICE**

Pursuant to Fed. R. Civ. P. 5(b), I certify that I am an employee of BROWNSTEIN HYATT FARBER SCHRECK, LLP, and on this 2<sup>nd</sup> day of January, 2018, I served the document entitled **RESPONSE OF DEFENDANT AND CROSS-DEFENDANT JED MARGOLIN TO PLAINTIFFS' FIRST SET OF REQUESTS FOR ADMISSIONS** on the parties listed below via the following:

**VIA FIRST CLASS U.S. MAIL:** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Reno, Nevada, addressed as follows:


Jeffrey L. Hartman, Esq.  
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sji@bankruptcyreno.com  
Attorney for Patrick Canet

Yanxiong Li, Esq.  
Wright, Finlay & Zak, LLP  
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Las Vegas, NV 89117  
yli@wrightlegal.net  
Attorneys for *Plaintiffs Fred Sadri, as Trustee for The Star Living Trust, dated April 14, 1997; Ray Koroghli and Sathsowi T. Koroghli, as Managing Trustees for Koroghli Management Trust*

**BY PERSONAL SERVICE:** by personally hand-delivering or causing to be hand delivered by such designated individual whose particular duties include delivery of such on behalf of the firm, addressed to the individual(s) listed, signed by such individual or his/her representative accepting on his/her behalf. A receipt of copy signed and dated by such an individual confirming delivery of the document will be maintained with the document and is attached.

**VIA COURIER:** by delivering a copy of the document to a courier service for over-night delivery to the foregoing parties.

**VIA ELECTRONIC SERVICE:** by electronically filing the document with the Clerk of the Court using the ECF system which served the following parties electronically:

  
Employee of Brownstein Hyatt Farber Schreck, LLP

BROWNSTEIN HYATT FARBER SCHRECK, LLP  
5371 Kietzke Lane  
Reno, NV 89511  
775.324.4100



1 Patrick Canet, foreign representative in this proceeding, hereby answers the  
2 Complaint For Quiet Title And Declaratory Relief and files his Counterclaims against  
3 Plaintiffs Fred Sadri individually and in his capacity as Trustee of the Star Living Trust and  
4 Ray Koroghli individually, and Ray Koroghli and Sathsowi Thay Koroghli as Managing  
5 Trustees of the Koroghli Management Trust. As and for his Answer to the Complaint Canet  
6 responds as follows:

- 7 1. Canet admits the allegations in ¶¶ 1, 2, 3, 4, 5, 6, 7, 8 and 9 of the Complaint.
- 8 2. Canet admits the allegations in ¶¶ 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 22,  
9 23, 24, 25, 26, 27, 28, 29, 30 and 31, in that documents recorded or filed in the public record  
10 speak for themselves.
- 11 3. Canet neither admits nor denies the allegations in ¶¶ 32 and 33 as they state legal  
12 conclusions.
- 13 4. Canet is without information as to whether Plaintiffs received notices and  
14 therefor denies the allegations in ¶¶ 34, 35, 36 and 37.
- 15 5. Canet neither admits nor denies the allegations in ¶¶ 38 and 39 as they state legal  
16 conclusions.
- 17 6. Canet denies the allegation in ¶ 40.
- 18 7. Canet admits the allegations in ¶ 41.
- 19 8. Canet is without information as to the allegation in ¶42 and therefor denies the  
20 same.
- 21 9. Canet admits the allegations in ¶¶ 43, 44, 45, 46 and 47.
- 22 10. As to the allegations in ¶ 48, Canet repeats and re-alleges his answers in the  
23 previous paragraphs as if fully set forth herein.
- 24 11. Canet admits the allegations in ¶¶ 49, 50, 1, 52, 53, 54, 55, 56, 57 and 58.
- 25 12. As to the allegations in ¶ 59, Canet admits that Plaintiffs each own a one-third  
26 undivided interest in the Property with Canet. Canet denies any remaining allegation in ¶59.
- 27 13. Canet denies the allegation in ¶60.
- 28 14. Canet admits the allegation in ¶ 61.

1 15. Canet is without information and belief as to the allegation in ¶ 62 and therefore  
2 denies the same.

3 16. As to the allegations in ¶ 63, Canet repeats and re-alleges his answers in the  
4 previous paragraphs as if fully set forth herein.

5 17. As to the allegations in ¶ 64, Canets that he claims an interest in the Property  
6 adverse to Plaintiffs.

7 18. Canet admits the allegations in ¶¶ 65, 66, 67 and 68.

8 19. Canet admits the allegation in ¶ 69 insofar as he may be required to pay a prorata  
9 portion of taxes on the Property in question, i.e., parcels 2, 4 and 8 as identified in ¶1 of the  
10 Complaint. Canet is informed and believes and thereon alleges that no insurance or  
11 homeowner's association dues are accruing.

12 20. Canet is without information and belief as to the allegation in ¶ 70 and therefore  
13 denies the same.

14 21. As to the allegations in ¶ 71, Canet repeats and re-alleges his answers in the  
15 previous paragraphs as if fully set forth herein.

16 22. Canet admits the allegations in ¶¶ 72 and 73.

17 23. Canet is without information and belief as to the allegation in ¶ 74 and therefore  
18 denies the same.

19 24. Canet denies the allegation in ¶ 75.

20 25. As to the allegations in ¶ 76, Canet admits that Plaintiffs will have suffered  
21 damages if Margolin is allowed to retain his claimed interest in the Property. Canet denies  
22 the allegations as they relate to him.

23 25. Canet denies the allegation in ¶ 77.

24 26. Canet is without information and belief as to the allegation in ¶ 78 and therefore  
25 denies the same.

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1 As and for his counterclaim against Fred Sadri, individually and in his capacity as  
2 Trustee of the Star Living Trust, and Ray Koroghli, individually, and Ray Koroghli and  
3 Sathsowi T. Koroghli as Managing Trustees of the Koroghli Management Trust, Canet  
4 alleges as follows.

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**PARTIES, JURISDICTION AND VENUE**

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27. Canet is informed and believes and thereon alleges that Sadri and Koroghli are residents of Clark County, Nevada.

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28. The Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. § 157(b) and 1334(b). This is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (C) and (O). Venue is proper under 28 U.S.C. § 1409.

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**GENERAL ALLEGATIONS**

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29. On or about June 7, 2008, Zandian, Sadri individually and in his capacity as Trustee of the Star Living Trust, and Ray Koroghli, individually (collectively “the Parties”), entered into a Settlement And Mutual Release Agreement resolving certain disputes between and among them (“Settlement Agreement”). The Parties stipulated that the Settlement Agreement was a final resolution of litigation in case no. A511131 in the Eight Judicial District Court. The Settlement Agreement is appended to Plaintiff’s Complaint as Exhibit 6.

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30. Separate and apart from the Property interests identified in ¶ 1 of Plaintiffs’ Complaint, the Settlement Agreement addressed two additional categories of assets. Section 2.2 dealt with the Parties’ ownership interest in an entity referred to as Big Spring Ranch, LLC (“Big Spring”). Section 2.2 of the Settlement Agreement purported to resolve ownership and management issues of Big Spring.

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31. Section 2.3 of the Settlement Agreement addressed matters related to a 320 acre parcel of real property located in Washoe County, APN 076-100-19, title to which is in the name of Big Spring Ranch, LLC. Section 2.3.1 of the Settlement Agreement provided “ 320 acres of the property presently in Big Spring Ranch, LLC, APN 076-100-19 Washoe County



1 shall be transferred to Zandian, Sadri and Koroghli as tenants in common in equal shares  
2 Thirty Three and One Third (33.33%) each;”.

3 32. As of the date of this Counterclaim Sadri and Koroghli have failed to execute  
4 documents fulfilling their obligations under Section 2.3.1 of the Settlement Agreement.

5 33. Canet is informed and believes and thereon alleges that at the time the  
6 Settlement Agreement was entered into, Big Spring owned assets in addition to the 320 acre  
7 parcel in Washoe County, Nevada and, since that time, Sadri and Koroghli, individually and  
8 together, have transferred one or more other Big Spring assets (“Other Big Spring Assets”),  
9 through mesne transfers, to other entities owned and/or controlled by them, e.g., Johnson  
10 Spring Water Company, LLC and Wendover Project, LLC, without having provided notice  
11 to Zandian and without consideration to Zandian.

12  
13 **FIRST COUNTERCLAIM**

14 Quiet Title/Declaratory Relief Pursuant to 28 U.S.C. §2201, NRS 30.010 and NRS 40.010 et  
15 seq., vs. Fred Sadri, individually and in his capacity as Trustee of the Star Living Trust, and  
Ray Koroghli, individually

16 34. Canet incorporates the allegations in ¶¶ 27 through 33 as though fully set forth  
17 herein.

18 35. Pursuant to 28 U.S.C. § 2201, NRS 30.010 et seq., and NRS 40.010 et seq., this  
19 Court has the power and authority to declare Canet’s rights and interest in and to APN 076-  
20 100-19 and to enforce Section 2.3.1 of the Settlement Agreement, compelling the transfer of  
21 title to Zandian as a tenant as to an undivided one third interest in the 320 acre parcel.

22  
23 **SECOND COUNTERCLAIM**

24 United Nations Commission on International Trade (UNCITRAL), Articles 21, 22 and 23,  
25 11 U.S.C. §§ 1520, 1507 and 1521(a), Article L.632-1, French Commercial Code

26 36. Canet incorporates the allegations in ¶¶ 27 through 33 as though fully set forth  
27 herein.

28 37. Canet is informed and believes and thereon alleges that after June 7, 2008, Other

1 Big Spring Assets were transferred by Sadri individually and in his capacity as Trustee of the  
2 Star Living Trust, and Ray Koroghli, through mesne transfers, the most recent of which was  
3 on January 27, 2016, by Water Rights Quitclaim Deed recorded in Elko County, Nevada as  
4 document 707826, to entities owned and/or controlled by them without notice to Zandian  
5 and without consideration to Zandian, and for less than a reasonably equivalent value in  
6 exchange.

7 38. The transfer or transfers alleged in ¶ 37 were made in violation of Section 2.2.2  
8 of the Settlement Agreement.

9 39. The transfer or transfers alleged in ¶ 37 were made at a time when Zandian was  
10 insolvent.

11 As to his First Counterclaim, Canet prays for Judgment compelling the transfer of  
12 title to Zandian as a tenant as to an undivided one third interest in the 320 acre parcel.

13 As to his Second Counterclaim, Canet prays for Judgment avoiding any transfers of  
14 assets from Big Spring Ranch, LLC after June 7, 2008, as to immediate and all subsequent  
15 transferees.

16 **CROSS CLAIMS**

17 As and for his Cross Claims against Jed Margolin (“Margolin”), Canet alleges as  
18 follows:

19 **PARTIES, JURISDICTION AND VENUE**

20 40. Canet is informed and believes and thereon alleges that Margolin is a resident of  
21 the State of Nevada.

22 41. The Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C.  
23 § 157(b) and 1334(b). This is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (C) and  
24 (O). Venue is proper under 28 U.S.C. § 1409. In accordance with LR 7008, Canet consents  
25 to entry of a final order or judgment entered by this Court.

26  
27 **GENERAL ALLEGATIONS**

28 42. In December 2009, Margolin filed a civil action in the Ninth Judicial District

1 (“Carson City Action”), against Zandian, Optima Technology Corporation, a California  
2 corporation and Optima Technology Corporation, a Nevada corporation (collectively  
3 “Optima”).

4 43. In March 2011, a default judgment was entered against Zandian and Optima in  
5 the Carson City Action. In August 2001, the default judgment was set aside and Margolin  
6 filed an amended complaint. The court in the Carson City Action allowed service of the  
7 summons by publication.

8 44. Although Zandian filed a general denial to the amended complaint, in March  
9 2012, that general denial was stricken by the court and a sanctions motion was granted  
10 against Zandian.

11 45. On March 9, 2012, Margolin filed a Notice of Intent To Take Default.

12 46. On April 26, 2012, John Peter Lee, Zandian and Optimas’ counsel was granted  
13 permission to withdraw.

14 47. On September 24, 2012, the court entered a default against the Optima  
15 corporations. On October 31, 2012, the court entered default judgment against the Optima  
16 corporations and awarded damages of \$1.4 million.

17 48. In December 2012, Margolin filed a Motion For Sanctions against Zandian and  
18 in January 2013, the court granted sanctions in the form of striking Zandian’s general denial  
19 and awarding fees and costs.

20 49. On June 24, 2013 default judgment was entered against Zandian in the amount  
21 of \$1.5 million.

22 50. In December 2013, Zandian moved to set aside the default judgment entered in  
23 June 2013. That motion was denied in February 2014.

24 51. On March 12, 2014, Zandian filed a Notice of Appeal to the Nevada Supreme  
25 Court.

26 52. On August 18, 2014, the court issued its Order regarding a writ of execution.

27 53. On October 19, 2015, the Nevada Supreme Court dismissed Zandian’s appeals  
28 numbered 65205 and 65960.



1           54. On January 1, 2016, the court entered an Order To Show Cause why Zandian  
2 should not be held in contempt. On March 3, 2016, the court entered its Order holding  
3 Zandian in contempt. In February 2016, the court issued a warrant for Zandian’s arrest.

4           55. On May 19, 2016, Canet filed his chapter 15 Petition For Recognition of Foreign  
5 Proceeding.

6           56. On September 9, 2016 this Court granted the request for recognition of the  
7 foreign proceeding.

8           57. Upon information and belief, pursuant to a Sheriff’s Certificate of Sale of  
9 Property, Margolin caused APN 084-130-07 in Washoe County (“Parcel APN 084-130-07”)  
10 to be sold on April 3, 2015 by Sheriff’s Sale for \$3,000 to himself.

11           58. Upon information and belief, on September 8, 2016 a Sheriff’s Deed Upon  
12 Execution Of Real Property was recorded in Washoe County in favor of Margolin with  
13 respect to Parcel APN 084-130-07 .

14           59. Upon information and belief, pursuant to a Sheriff’s Certificate of Sale of  
15 Property, Margolin caused APN 079-150-10 in Washoe County (“Parcel APN 079-150-10 “)  
16 to be sold on April 3, 2015 by Sheriff’s Sale for \$5,000 to himself.

17           60. Upon information and belief, on September 8, 2016 a Sheriff’s Deed Upon  
18 Execution Of Real Property was recorded in Washoe County in favor of Margolin with  
19 respect to Parcel APN 079-150-10 .

20           61. Upon information and belief, pursuant to a Sheriff’s Certificate of Sale of  
21 Property, Margolin caused in APN 084-040-02 in Washoe County, (“Parcel APN 084-040-  
22 02”) to be sold on April 3, 2015 by Sheriff’s Sale for \$5,000 to himself.

23           62. Upon information and belief, on September 8, 2016 a Sheriff’s Deed Upon  
24 Execution Of Real Property was recorded in Washoe County in favor of Margolin with  
25 respect to Parcel APN 084-040-02 .

26           63. Upon information and belief, pursuant to a Sheriff’s Certificate of Sale of  
27 Property, Margolin caused APN 079-150-12 in Washoe County (“Parcel APN 079-150-12”)  
28 to be sold on April 3, 2015 by Sheriff’s Sale for \$15,000 to himself.



1 As to his First Cross Claim, Canet prays for Judgment avoiding the Transfers in ¶¶  
2 58, 60, 62 and 64 and expunging the Sheriff’s Deeds as to APN 084-130-07, APN 079-150-  
3 10, APN 084-040-02 and APN 079-150-12.

4 As to his Second Cross Claim, Canet prays for Judgment determining the Transfer in  
5 ¶ 65 to be void as in violation of the automatic stay and expunging the Sheriff’s Deeds as to  
6 APN 071-02-000-005 and APN 071-02-000-005 in Clark County, Nevada.

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DATED: July 28, 2017.

**HARTMAN & HARTMAN**

/S/ Jeffrey L. Hartman  
Jeffrey L. Hartman, Esq.  
Attorney for Patrick Canet,  
Foreign Representative

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CERTIFICATE OF SERVICE

I certify that I am an employee of Hartman & Hartman, and that on July 28, 2017, I caused to be served the foregoing document by the following means to the persons as listed below:

- ✓ a. Electronically, via the Court’s ECF System, to  
FIX
- ✓ b. U. S. Mail, postage prepaid, to

STEVE E. ABELMAN  
on behalf of Creditor JED MARGOLIN  
BROWNSTEIN HYATT FARBER SCHRECK  
410 17th STREET, STE 2200  
DENVER, CO 80241

I declare under penalty of perjury that the foregoing is true and correct.

Dated: July 28, 2017.

/S/ Stephanie Ittner  
Stephanie Ittner